



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

## Registered Office

C89-90, Lal Kothi Scheme, Janpath

Jaipur (Rajasthan)India

Ph.:+91-141-2743734. 2743934

Fax: +91-141-2743735

CIN No.: U14109RJ1949SGC000505

## Corporate Office

4, Meera Marg,

Udaipur – 313 001

Ph.:-91-294-2428768, 2428763-67

Fax:+91-294-2428768, 2428770, 2428739

e-mail [naveengupta.rsmml@rajasthan.gov.in](mailto:naveengupta.rsmml@rajasthan.gov.in)

website: [www.rsmm.com](http://www.rsmm.com)

PAN No : AAACR7857H

[TIN No. 08693902289](http://www.rsmm.com)

## TENDER DOCUMENT TO

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**e- TENDERS ARE INVITED FOR SUPPLY & INSTALLATION OF COMPUTERS, PRINTERS, MONITORS, MS OFFICE ETC. TO OUR SBU-PC (RP),JHAMARKOTRA MINES, SBU-PC (LS), JODHPUR, SBU-PC (LIG.), JAIPUR, SBU-PC (GYP.), BIKANER & CORPORATE OFFICE, UDAIPUR.**

S.N	Description	Date	Time
1	Publishing Date	22.11.2017	5.50 p.m.
2	Document Download/Sale Start Date	22.11.2017	6.00 p.m.
3	Document Download /Sale End Date	12.12.2017	6.00 p.m.
4	Bid Submission Start Date	22.11.2017	6.30 p.m.
5	Bid Submission Closing Date	12.12.2017	6.00 p.m.
6	Techno-Commercial Bid Opening Date	13.12.2017	3.30 p.m.
7	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	12.12.2017	Upto 6.00 p.m.
8	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
9	Websites for downloading tender documents/ corrigendum etc.	<a href="http://www.rsmm.com">www.rsmm.com</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>	
10	Website for submission of tender/bid (only online)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
11	Tender Document Fees	Rs. 1180/- (Inclusive of GST) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
12	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	
13	Bid Security	Rs. 68,800/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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website: [www.rsmm.com](http://www.rsmm.com)

**Ref. e TENDER NO. RSMM\_CO\_MM\_NIT\_19\_2017-18 Dated 22.11.2017**

**NOTICE INVITING e-TENDER**

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from OEM/ or their authorized dealers/distributors for Supply & Installations of following items to our SBU-PC (RP),Jhamarkotra Mines, SBU-PC (LS), Jodhpur, SBU-PC (Lig.), Jaipur, SBU-PC (Gyp.), Bikaner & Corporate Office, Udaipur:-

<b>Description of items</b>	<b>Bid Security (Rs.)</b>	<b>Due Date of Opening</b>
Supply & Installation of Computers, Printers, MS Office etc at our various units in Rajasthan i.e. Jhamarkotra, Jodhpur, Jaipur, Bikaner & Udaipur.	Rs. 68,800/-	13.12.2017 at 3.30 pm

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

(B.S. Gupta)  
Group General Manager (MM)

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

Section-I	General Instruction for preparation & submission of tender.
Annexure- I	Check list to technical specifications of tendered items.
Annexure- II	General profile of tenderer.
Annexure- III	Undertaking towards acceptance of specifications, all terms conditions of tender
Annexure- IV	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure- V	Details of taxes & duties offered in Price bid part in BOQ
Annexure- VI	Undertaking towards non suspension/non- banning.
Annexure-VII	Declaration by the tenderer towards status
Annexure-VIII	B.G. Format
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-D	Additional Conditions of Contract.
Annexure-E	Proforma for offering the break-up of prices of offered items

**SECTION -1: Instructions for preparation & submission of e-Tender and Conditions of e-Tender:**

**1.0 Instructions for preparation & submission of tender:**

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

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

interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.

- xv) **Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the “covers” as below/prescribed in the document in PDF/jpg format.**
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :

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.

### **COVER-A**

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

### **COVER-B**

- i)** Check-list to Specifications for the tendered products as per annexure-I.
- ii)** Undertaking towards non suspension/ non banning as per annexure-VI.
- iii)** Supporting documents towards tenderer status as per declaration by tenderer at annexure-VII. In case of participation by the dealer/distributors, authorisation certificate from manufacturer is to be enclosed.
- iv)** Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.

### **COVER-C**

- Price Bid in xls format. (BOQ).
- Details of break-up of prices in PDF format for which format given at Annex-E. **(Not to be furnished in Cover A & Cover B).**

## 2.0 SUBMISSION & OPENING OF TENDERS:

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

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

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

**3.0 SPECIFICATIONS & QUANTITY:** Specifications & quantities of items are as per details at Annexure-I wherein tenderer is to mention the details of offered items by them.

Note-RSMML at its sole discretion may enhance the quantity up to 50% of total tendered quantity/volume on same rate & other terms & conditions.

**4.0 SCOPE OF WORK:** The tenderer will be Supply & Install the Computers, Printers, MS Office etc. at SBU-PC (RP), Jhamarkotra, SBU-PC(Gyp), Bikaner, SBU-PC (Limestone), Jodhpur/ Jaisalmer, SBU-PC (Lignite), Jaipur & Corporate Office, Udaipur on f.o.r. each destination basis.

## 5.0 DESTINATION:

The tendered items are to be supplied & installed at following location-

Item Details	Corporate Office, 4, Meera Marg, Udaipur	Phosphate SBU, Jhamarkotra Mines, PO Jhamarkotra	Lignite SBU, Khanij Bhawan, Udyog Bhawan, Tilak Marg, Jaipur	Gypsum SBU, 2, Gandhi Nagar Scheme, Bikaner	Limestone SBU, 8 West Patel Nagar, Jodhpur	<b>Total</b>
Workstation Computers	.....	04	.....	.....	.....	<b>04</b>
Desktop Computers	1	36	17	04	10	<b>68</b>
Dot Matrix Printer (D.M.P)	.....	03	.....	.....	.....	<b>03</b>

Ultra Wide Monitor	.....	03	.....	.....	.....	<b>03</b>
Multi Functional Printer(M.F.P)	02	18	.....	02	01	<b>23</b>
Laser Printers	.....	.....	06	02	04	<b>12</b>
MS-Office 365 Business	01	20	.....	.....	.....	<b>21</b>

**6.0 DELIVERY PERIOD :** The tenderer should offer minimum possible delivery period for supply of offered items on f.o.r. basis to respective destinations.

**7.0 INSPECTION:** at the Consignee's end. Consignees are:-

**1. For SBU -PC(RP), Jhamarkotra**

Head & In charge, SBU-PC (RP)  
Or his authorised representative  
RSMM Ltd., Jhamarkotra Mines,  
Via & distt. Udaipur.

**2. For SBU -PC(Gyp), Bikaner**

Head & In charge, SBU-PC (Gyp)  
Or his authorised representative  
RSMM Ltd., 2, Gandhi Nagar Scheme,  
Bikaner-334001.

**3. For SBU-PC (Limestone), Jodhpur**

Head & In charge, SBU-PC (LS)  
Or his authorised representative  
RSMM Ltd. 8, West Patel Nagar,  
Circuit House Road,  
Jodhpur-342 011.

**4. For Corporate Office, Udaipur**

Sr. Manager(Administration )  
Or his authorised representative  
RSMM Ltd. 4, Meera Marg,  
Udaipur -313001.

**5. For SBU -PC(Lignite), Jaipur**

Group General Manager, SBU-PC (Lig.)  
Or his authorised representative  
RSMM Ltd. Khanij Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302005.

## **8.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/modification the bid security deposited by the Tenderer, as per clause No. 9.0 hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

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

- a) The tenderer shall deposit (interest free) a sum of Rs. 68,800/- (Rupees Sixty eight thousand & eight hundred only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1180/- (inclusive of 18% GST) 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 or Bank Guarantee 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 should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

### **c) The Bid Security shall be forfeited in case of:**

- i)** If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
- ii)** If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.



- iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The bid security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security deposit against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- (g) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**10.0 RSMMLS' RIGHT :** RSMML reserves the following right:-

- a) not to accept any offer or reject any or all the offers.
- b) to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.
- c) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d) to increase/ decrease the tendered quantity.
- e) To purchase the items with or without buyback
- f) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information/forged document along with offer or thereafter.
- g) To accept/reject the offered items on technical ground if not found as per company's requirement.

Note : Each & every document furnished by the tenderer should be signed and sealed by the authorised person.

## 11.0 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) The quoted price shall be on F.O.R. destinations basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc. upto destinations. The quoted price will remain firm and fixed till complete execution of contract.
- iii) **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.**
- v) Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim after closing of due date.
- vi) Tenderers are requested to leave the column of price blank in case they are not offering for any particular item. They are requested not to fill “Zero” in the said column in case they are not offering for such item.
- vii) While filling the GST amount in BOQ, tenderers are advised to consider all heads on which GST is applicable.

## 12.0 PRICE VARIATION :

- (i) The agreed price shall remain firm and fixed till the complete execution of the order. Only variation on account of changes in Taxes & Duties by the Government 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.
- (iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- (iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to

pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.

- (v) The bidder shall submit an undertaking with bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- (vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

### **13.0 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 RC, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

### **14.0 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 of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of warranty period of items under order.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.

- iv)** The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is 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 sent to the office of GGM(MM), CO.

#### **15.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

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

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

## **16.0 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- III. 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.

## **17.0 GUARANTEE/WARRANTY:**

The items should carry guarantee/warranty of items as per details mentioned in annexure-I.

## **18.0 DETERMINATION OF LOWEST BIDDER:**

- a. The lowest tenderer shall be determined on the basis of total landed cost for each items separately considering the buy-back value of items, wherever applicable. The total landed cost will include the basic price, freight, insurance & any other delivery charges except GST (CGST/SGST/IGST) up to all the destinations i.e. SBU-PC (RP), Jhamarkotra, SBU-PC(Gyp), Bikaner, SBU-PC (Limestone), Jodhpur, SBU-PC (Lignite), Jaipur, Corporate Office, Udaipur.
- b. 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.
- 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 per clause 18.0 (a) above.

## **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.

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

- a) 100% payment within 30 days of receipt & installation of stores at site.
- b) **Billing & Paying Authority:** The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery & Installation will be submitted to the Office of GGM(MM) for payment purpose. The payment disbursing authority is: The Financial Advisor, Rajasthan State Mines & Minerals Ltd., 4, Meera Marg, Udaipur-313001.
- c) Payment will be made through RTGS/NEFT in the supplier's account.

#### **20.0 COMPENSATION FOR DELAYED COMPLETION:**

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

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- 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.

**21.0 TERMINATION:**

- (a) In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
- (b) The contract may also be terminated in the event the supplier 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 supplier at their last notified address. In such an event the supplier 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.

**22.0 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.

**23.0 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)  
Group General 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.

Place & Date:

Signature of Tenderer with official stamps



e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**CHECKLIST AS TO THE SPECIFICATIONS OF ITEMS**

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

**1. Technical specifications details of Tendered items-**

S.N.	Particular	Description (Minimum or better Specification)	Total Qty.	Offered make & Model	Agreed/ Deviation, if any
1	Desktop Computer  <b>Make- HP/Dell/ Lenovo)</b>	<b>Processor</b> Intel Core I3-7100T ( 3MB Cache) <b>RAM</b> DDR4 4GB <b>HDD:</b> 1TB <b>Networking:</b> Ethernet 10/100/1000 Mbps <b>Monitor:</b> LCD 19.5" TFT Colour <b>Accessories:</b> Keyboard, Scroll Mouse, Optical Drive <b>O/S Preloaded:</b> Windows 10 Pro 64 Bit <b>Warranty:</b> 3years on-site	68		
2	Multi-functional Printer  <b>(Make- HP/Canon)</b>	<b>Printing:</b> Monochrome Laser <b>Functions :</b> Print, Scan, Copy <b>Printing Speed (A4) :</b> 20 PPM <b>Resolution :</b> 600x600dpi <b>Duty Cycle :</b> 8000 PPM <b>Scanning Resolution :</b> 600x600dpi <b>Scanner Output format:</b> JPG, RAW (BMP), PDF, TIFF, PNG <b>Connectivity Ports:</b> Hi-Speed USB 2.0 <b>O/S Support:</b> MS Windows (XP, 7,8,10), Linux <b>Warranty:</b> 3 years on-site	23		
3	Work station Computer  <b>(Make- HP/Dell/ Lenovo)</b>	<b>Processor</b> Intel Xeon E3-1245V5 (4 core, 3.5GHz. 8MB L3 Cache) <b>RAM</b> DDR4 8GB ECC <b>HDD:</b> 1TB <b>Graphic Card:</b> NVIDIA Quadro K420 2GB or equivalent ( Microsoft Direct 3D 11 Capable) <b>Networking:</b> Ethernet 10/100/1000 Mbps <b>Monitor:</b> LCD 19.5" TFT Colour <b>Accessories:</b> Keyboard, Scroll Mouse, Optical Drive <b>O/S Preloaded:</b> Windows 10 Pro 64 Bit <b>Software:</b> MS Office Home and business 2016 <b>Warranty:</b> 3years on-site	4		

S.N.	Particular	Description (Minimum or better Specification)	Total Qty.	Offered make & Model	Agreed/ Deviation, if any
4	Dot Matrix Printer Wide Carriage	<b>Pins:</b> 24 (Letter Quality) <b>Speed :</b> 347 CPS <b>Interface:</b> USB & Bidirectional Parallel (IEEE1284 nibble mode support) <b>Character Set/Fonts:</b> Support for Barcode Fonts (incl Code 128, Code 39) apart from International and Indian fonts O/s support - MS Wndows (XP,7,8,10) <b>Warranty:</b> 2 years on-site	3		
5	Ultra wide Monitor	<b>Display Type:</b> AH-IPS display <b>Size:</b> 29" <b>Resolution:</b> 2560 x 1080pixels <b>Port:</b> HDMI and VGA <b>Warranty:</b> 3years on-site	3		
6	Laser Printer  (Make-HP/Canon)	<b>Printing:</b> Monochrome Laser <b>Printing Speed (A4) :</b> 20 PPM <b>Resolution :</b> 600x600dpi <b>Duty Cycle:</b> 8000 PPM <b>Connectivity Ports:</b> Hi-Speed USB 2.0 <b>O/S Support:</b> MS Windows (XP, 7,8,10), Linux <b>Warranty:</b> 3 years on-site	12		
7	MS Office	<b>MS Office 365 Business</b>	21		

**Note-**

1. The Bidder should be OEM/authorized dealer. The dealer should provide Authorized Certificate from OEM.
2. The OEM should have service/maintenance facilities at Udaipur, Jaipur, Jodhpur and Bikaner.
3. The bidder shall provide on-site warranty support for three years from date of installation for item nos. 1,2,3,5,6 & two years for item no. 4. The authorized dealer should have back to back support from the OEM during the support period.
4. Computers/printers offered under buyback shall be given after one month of successful installation of new equipments

**2. Details specifications of items offered under Buyback ("on as is where is basis" ) are as under-**

s.n.	Name of item	Destination	Description	Qty	Confirm that you have offered prices for Buy back.
<b>A- Desktop Computers</b>					
A 1		SBU-PC Phosphate - Phosphate SBU, Jhamarkotra Mines, PO Jhamarkotra	Computer - Assembled HCL  P-IV 1.7 Ghz Intel 845L, chipset, 128 RAM DDR 133 MHz	1	
A 2		<b>with 15"/17" CRT/TFT Monitors</b>	Computer - Dell Optiplex 780  Intel Core2Duo, 2GB RAM DDR2, 160 GB HDD	3	
A 3			Computer - HP D290 MT  Celeron 2.66 Ghz, 512 MB RAM, 80 GB HDD	3	
A 4			Computer - HPdx2280 MT  P-IV D820 Core 2.8, 2 GB RAM, 80 GB HDD	1	
A 5			Computer - HP dx280MT(2008)  Intel Pentium Dual Core E2140 1.6 GHz, MB: Intel 945, RAM 1/2 GB 533 MHz DDR2, HDD:16	3	
A 6			Computer -Infiniti Pro BL 1200  Intel P4 531, 3.0 GHz, 256 MB RAM, HDD : 80	3	
A 7			Computer -Infiniti 2000 BL 750 MHZ  P-III 750 MHZ, 64 MB RAM	2	
A 8			Computer - Infinity Orbital K4090  Processor AMD Athelon 64 3000+	4	
A 9			Computer - Infiniti Orbital XP 2400+  AMD Athalon XP 2400+, 256 MB RAM	4	

A 10			Computer -Infiniti Pro BL 1205 Intel Celeron 2.66 GHZ, 256 MB RAM	2	
A 11			Computer - Infiniti Pro P4 Intel Processor Pentium 530 HT Motherboard Intel 915G, 512 RAM DDR	2	
A 12			Upgraded Computer Celeron 2.4 MHz, Intel 845GL with 256 MB RAM/1 GB DDR(PC 400)	1	
A 13			Upgraded Computer Celeron 2.0 GHz, Intel 845GL with 128 MB RAM/40 GB HDD	3	
A 14			Upgraded Computer P-IV 530 3 GHz, Chipset Intel 915, 512 RAM DDR2	1	
A 15			Upgraded Computer Pentium Dual Core E2200 processor Asus P5KPL-AM IN Motherboard with Intel G31 chipset, 2 GB RAM	1	
A 16			Upgraded Computer Intel Core2 Duo 2.93 MHz(E7500)Motherboard: ASUS P5QPL-AM, 2 GB RAM	1	
A 17			Upgraded Computer Celeron 1.7 GHz, Intel 845 GL, 128 MB DDR, 40 GB 7200 RPM Seagate Barracuda	3	

A 18			Upgraded Computer M.B Intel Atom 425 KT , Hard drive : SATA 320 GB @ 7200 rpm, 2 GB RAM	1	
A19			Computer- Zenith P-IV Intel P4, Chip set intel 845GVSr, 256 RAM, 40 GB HDD	1	
A20		SBU-PC Lignite - Khanij Bhawan, Tilak Marg, Jaipur	Intel Dual CPU 1.60 Ghz, 1GB RAM, 18" CRT Monitor , 160 GB	8	
A21		SBU-PC Limestone - West Patel Nagar, Jodhpur	Pentium - 4, 2 GB RAM	2	
A22			Pentium - 4, 2 GB RAM, 40 GB Hard disk	2	
A23			Pentium - 4, 1 GB RAM, 150 GB Hard Disk	2	
Total				<b>54 Nos.</b>	
<b>B-Single Function Laser / Multi Function / Dot Matrix Printers</b>					
s.n.	<b>Name of item</b>	<b>Destination</b>	<b>Description</b>	<b>Qty</b>	<b>Confirm that you have offered prices for Buy back.</b>
B 1		SBU-PC Phosphate - Phosphate SBU, Jhamarkotra Mines, PO Jhamarkotra	Multi Functional Printer - Aficio SP1100SF Print/copy @ 20 ppm, colour scanner 600 dpi twain compatible, USB interface	2	
B 2			MFP - HP LJ 3052 All in one (Print, scan, copy)	1	

B 3		MFP - HP OJ 8600 Network (Ethernet, Wireless) enabled inkjet printer with duplexer and scanner	1
B 4		Printer - HP LJ 132ON Monochrome Laser printer 1200 dpi, 21ppm, Ethernet network enabled 10/100 Mbps Res. 600 x 600	2
B 5		Printer - HP LJ 2100 1200 dpi/ 1020+	1
B 6		Printer - LJ 1022/1020+ Laser printer 8 MB, 1200dpi, 18ppm	2
B 7		Printer - Laserjet 1160 B/W. 20PPM, 16MB RAM	3
B 8		Printer - Lipi T- 2250 24pin/136 col. , 500cps, 5+1 copies Memory 64kb interface parallel centronics	2
B 9		Printer- LQ1050-DX DMP 132 col.	1
B 10	SBU-PC Limestone - West Patel Nagar, Jodhpur	HP Laserjet 1020	3
B 11	Corporate Office - 4 Meera Marg, Udaipur	HP Laserjet 1522n	1
<b>Total</b>			<b>19 nos.</b>

**Note-**

- I. **Buy Back prices not to be quoted here.**
- II. **Tenderer will be responsible for lifting of material mentioned under buyback from the respective destinations as details above.**

Signature of Tenderer with official stamp

Place:

Date:

**Annexure- II****e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017****FOR SUPPLY OF COMPUTERS & PRINTERS ETC.****GENERAL PROFILE OF TENDERER**

1.	Name & address of the tenderer Telephone No Fax No. e-mail Mobile no.	
2	Status of Tenderer i.e. Manufacture or their authorised dealer etc.	
3	Whether Proprietor/Partnership/ Company.	
4	Name of owner/partners Directors with full address.	
5	PAN No.	
6	GSTIN No.	
7	HSN Code of the offered Products a) For Work station Computer b) For Desktop Computer c) For Dot Matrix Printer Wide Carriage d) For Ultra wide Monitor e) For Multi-functional Printer f) For Laser Printer g) For MS Office	
8	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing /Service) Category of Enterprise: (Micro/ Small/ Medium )	

9	<p>Banker details:</p> <p>a) Name</p> <p>b) Branch No.</p> <p>c) Address</p> <p>c) Bank account No.</p> <p>e) Type of A/c :Saving / Current/CC/ any other</p> <p>f) IFSC Code</p>	
10	<p>Offered Delivery Period for supply of material</p> <p>a) For Work station Computer</p> <p>b) For Desktop Computer</p> <p>c) For Dot Matrix Printer Wide Carriage</p> <p>d) For Ultra wide Monitor</p> <p>e) For Multi-functional Printer</p> <p>f) For Laser Printer</p> <p>g) For MS Office</p>	
11	<p>Details of service/maintenance facilities at-</p> <p>Jodhpur:</p> <p>Jaipur:</p> <p>Bikaner:</p> <p>Udaipur:</p>	
12	<p>Any other important information related to the tender requirement.</p>	

Signature of tenderer with official stamp

Date & Place:



**Annexure-III**

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**FOR SUPPLY OF COMPUTERS & PRINTERS ETC.**

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

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

**We confirm that all the terms & conditions of tender is acceptable to us  
except the following.**

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

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

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

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

Signature of tenderer with official stamp

Date:

Place:

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**FOR SUPPLY OF COMPUTERS & PRINTERS ETC.**

**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)

If yes, please furnish the declaration given below.

We (Name of Tenderer \_\_\_\_\_) , hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

2. Enclose attested copy of registration certificate.
3. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**Annexure - V**

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**FOR SUPPLY OF COMPUTERS & PRINTERS ETC.**

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

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

<b>Particulars</b>	<b>% Rate considered in price bid for following items</b>						
	Work station Computer	Desktop Computer	Dot Matrix Printer Wide	Ultra wide Monitor	Multi-functional Printer	Laser Printer	MS Office
CGST on offered Product	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%
SGST on offered Product	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%
IGST on offered Product	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%	@.....%

Signature of tenderer with official stamp

Date:

Place:

**Annexure -VI**

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**FOR SUPPLY OF COMPUTERS & PRINTERS ETC.**

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

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

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

Signature of Tenderer with official stamp

Place:

Date:

**e TENDER NO. RSMM CO MM NIT 19 2017-18 Dated 22.11.2017**

**DECLARATION BY TENDERER**

I/We declare that I am/ We are Manufacturer or their 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.

We understand that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

Signature of tenderer with official stamp

Date:

Place:

## Annexure- VIII

### PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G. \_\_\_\_\_ Dated \_\_\_\_\_

Contact details of Banker:

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

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

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

\_\_\_\_\_ ) being equivalent to \_\_\_\_\_ % of Contract value of Rs. \_\_\_\_\_.

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

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.

1. 2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

2. 3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is

made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

3. 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 or Udaipur branch office

\_\_\_\_\_ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

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

5. 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 contractor/supplier/RC holder or ourselves or liquidation or winding up or



dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.

6. 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.

7. 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.

8.

9. 10. For the purpose of enforcing legal rights in respect of this guarantee exclusive Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

10.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_2017.

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

Any person participating in a procurement process shall –

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

### **Conflict of Interest :-**

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

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

- i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a)** Have controlling partners/shareholders in common; or
  - b)** Receive or have received any direct or indirect subsidy from any of them; or
  - c)** Have the same legal representative for purposes of the bid; or
  - d)** Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

- e)** The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- f)** The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- g)** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

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

**Declaration by the Bidder**

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

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

- a) 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;
- b) 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;
- c) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- d) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: Signature of bidder

Place: Name:

Designation:

Address:

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

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

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

#### **1) Filing an appeal**

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

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

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

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

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

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

- i)** Determination of need of procurement;
- ii)** Provisions limiting participation of Bidders in the Bid process;
- iii)** The decision of whether or not to enter into negotiations ;
- iv)** Cancellation of a procurement process;
- v)** Applicability of the provisions of confidentiality.

### **5) Form of Appeal**

- i) 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;
- ii) 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.
- iii) 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**

Appeal No..... of .....

Before the .....( First /Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :

5. Number of affidavits and documents enclosed with the appeal :

6. Ground of appeal

.....

.....

.....

.....(Supported by an affidavit)

7. Prayer:.....

.....

.....

.....

Place :

Date:

Appellant's signature :

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more



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

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

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