



# 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**

**PAN No : AAACR7857H**

**GSTIN No. 08AAACR7857 H1Z0**

**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)

**TENDER DOCUMENT**

TO

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**e- TENDERS ARE INVITED FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VARIABLE VOLTAGE & VARIABLE FREQUENCY (VVVF) DRIVE 132 KW, 296 AMP ALONG WITH PANEL COMPLETELY AT OUR JHAMARKOTRA MINES, UDAIPUR(RAJ)"**

S.N	Description	Date	Time
1	Bid Submission Start Date	19/02/19	10.00 a.m.
2	Bid Submission Closing date	05/03/19	6.00 p.m.
3	Techno-Commercial Bid Opening Date	06/03/19	3.30 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	05/03/19	Upto 6.00 p.m.
5	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
6	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>	
7	Website for submission of tender/bid (only online)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
8	Tender Document Fees	Rs. 1180/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
9	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	
10	Bid Security	Rs. 26000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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

**e TENDER NO. RSM CO MM NIT 29 2018-19**

**Dated 13.02.2019**

## **NOTICE INVITING e-TENDER**

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from the manufacturers or authorized dealer/distributors/channel partner for following works as per terms & conditions mentioned in tender document-

Description	Bid Security (in Rs.)	Due date of opening
For Supply Installation, Testing, & Commissioning of Heavy duty 132 kw,296 Amp. Variable Voltage & Variable Frequency (VVVF) drives with panel completely as per specifications and terms & conditions mentioned in tender at our Industrial Beneficiation Plant, Jhamarkotra mines, Udaipur (Raj.).  <b>Make-</b> ABB/Hitachi / Fuji Electric/Schneider/ Siemens /L&T/ Yaskawa/ Omron/ Amtech/ Danfoss/ Rockwell (Allen Bradley) / Crompton Greaves or any other reputed make.	26000/-	06.03.2019 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)  
GGM (MM)

**e TENDER NO. RSMM CO MM NIT 00 2018-19 Dated 00.00.0000**

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## SECTION -I

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

#### **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 :  
  
Telephone No. 0120-4200462, 0120-4001002, 8826246593 (Help Desk 10.00 AM to 6.00 PM on all working days), email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), [Support-eproc@nic.in](mailto:Support-eproc@nic.in). Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.

- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :
  - i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
  - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
  - iv) Annexure-D- Additional Conditions of Contract.

#### **COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders/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,
- iv) Undertaking towards acceptance of all terms & conditions of tender as per annexure-II .
- v) Undertaking towards non suspension/ non banning / GST as per annexure-III.
- vi) Registration details as per MSMED Act, 2006 as per annexure-IV.
- vii) Details of taxes & duties offered in price bid as per annexure-V.

#### **COVER-B**

- i)** Supporting documents towards tenderer status alongwith declaration by tenderer as per annexure-VI. In case of participation by authorised/accredited dealer/partner on behalf of their manufacturer,

the dealer/distributor has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender.

- ii)** Details of past experience alongwith required documents as per annexure-VII.
- iii)** Check-list to technical specifications and scope of work under tender as per annexure-VIII. Enclose technical leaflets etc. of offered drive.
- iv)** Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.
- v)** Form-A and Form-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. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

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

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

#### **3.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days 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. 26000/- (Rupees Twenty Six Thousand only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders / BG(as per format at annexure- X) payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,180/- (inclusive of 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 will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders/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 Demand Draft / Bankers Cheque/ Bank Pay Orders / BG 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 SCOPE OF WORK, SPECIFICATIONS & QUANTITY:**

**Qty-** 2 Nos.

The details of scope of work, desired specifications, technical details of drives are given at Annexure-VI. The tenderer should specify the complete description, technical specifications, make/model etc in their proposal.

**Tenderers are advised to visit our site to assess the technical requirement and scope of work under tender on any working day, if required, to understand the complete scope of work.**

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

**The scope of work shall be-**

- a) To supply, install, test & commissioning of Drives by the supplier in accordance with the agreed specification, terms and conditions at the consignee's end.
- b) The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- c) The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

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

(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 Earnest Money.

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 CONSIGNEE:**

Head & Incharge,  
SBU-PC (Rock Phosphate)  
M/s Rajasthan State Mines & Minerals Ltd,  
JHAMARKOTRA 313 015  
Via & Distt.– UDAIPUR

#### **8.0 RSMML's RIGHT:**

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

- a) to reject any or all the tenders received.
- b) to accept a tender either for the total requirement or part thereof or /& not to accept the lowest tenderer.
- c) to accept/reject any tender on technical grounds based on RSMML requirement.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- e) to increase/decrease the quantity of material/service as per work requirement.
- f) to award contract/order either for the total requirement or part thereof.

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

#### **9.0 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 as below-

- 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.
- iii) The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Installation, Commissioning, testing, Transportation, Insurance, any other Delivery Charges etc. upto destination. The quoted price will remain firm and fixed till complete execution of the contract.

#### **10.0 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 will be considered on production of documentary proof provided that such variation/changes take place within the scheduled delivery period/contract period.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

#### **11.0 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.

#### **12.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 10% of total contract value by way of Demand Draft/ pay order or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/ HDFC/AXIS Bank (except SBI) having its branch at Udaipur within 21 days from the date of issue of LOA/PO. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.

- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactory performance or non fulfillment of any of the conditions of the tender/ contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and/ or as per the laws of the land.
- vii) 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. 26,000/- or as applicable at the time of submission of B.G.
- viii) Bank Guarantee/S.D. should be send to the office of GGM (MM), CO.

**13.0 WARANTEE/GUARANTEE:**

- a) The supplier shall guarantee/warranty for the satisfactory performance of the stores in totality as per scope of work for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.
- b) The tenderer shall warrant that the stores supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- c) In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part/Drive will be replaced by the supplier at site free of cost. The guarantee/composite warranty shall be submitted along with the bill. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

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

- a) For evaluation purpose, the L-1 bidder shall be determined on the basis of total landed cost for complete Scope of work inclusive of all but excluding GST considering ITC on GST as per Rules/Guidelines.
- b) 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 14.0 (a) above.
- c) **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.
- d) 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.

#### **15.0 WORK COMPLETION PERIOD:**

Please offer the earliest work completion period for total scope of work of tender from the issuance of purchase order.

#### **16.0 INSPECTION:**

The inspection may be carried out at tenderer's/ OEM works/ consignee's end, which will be final and binding to both the parties. However, in case PDI at Tenderer's / OEM's Works, final inspection will be at our end.

In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost. The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

**17.0 TERMS OF PAYMENT & PAYING AUTHORITY:**

- i) 100% Payment within 30 days after supply, testing, installation & commissioning of stores at site.
- ii) Billing & Paying Authority : The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority FA, CO- RSMML
- iii) Payment will be made through RTGS/NEFT.
- iv) Payment will be made after deducting statutory taxes i.e. TDS etc wherever applicable.
- v) 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.
- vi) 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.
- vii) 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."
- viii) 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."

**18.0 PURCHASE PREFERENCE TO MSME FIRMS:**

The purchase preference will be given to MSMEs firms of Rajasthan as per notifications issued by Finance Department, GoR. For availing the purchase preference, bidder has to furnish declaration/certificate as per Form-A & B annexed.

**19.0 COMPENSATION FOR DELAYED DELIVERY:**

In the event of the supplier fails to complete the work as per agreed specifications & order terms in full/part within the work completion period, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre determined compensation @ 1/2% (Half percent) per day of the total value of work, subject to a maximum of 5% 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.

**20.0 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.

**21.0 TERMINATION:**

- d) 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.
- e) 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.

**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)  
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 29 2018-19 Dated 13.02.2019**  
**GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer  Telephone No.,  Fax No.,  e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Offered Work Completion period for complete scope of work under tender from the date of issuance of purchase order			
6	Annual turnovers in rupees for last three years.	2017-18	2016-17	2015-16
7	PAN No.			
8	GSTIN No.			



9	<p>Entrepreneurs Memorandum no. as per MSMED Act 2006</p> <p>Nature of Activity (manufacturing/Service)</p> <p>Category of Enterprise: (Micro/ Small/ Medium )</p>	
10	<p>Banker details:</p> <p>d) Name</p> <p>e) Branch No.</p> <p>f) Address</p>	
11	Bank Account No.	
12	Type of A/c : Saving / Current/CC/ any other	
13	IFSC code	
14	Any other important information related to the tender requirement.	

Date & Place:

Signature of tenderer with official stamp

e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019

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

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

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

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

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

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

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

Signature of tenderer with official stamp

Date:

Place:

**Annexure- III**

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

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

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

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

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

Signature of Tenderer with official stamp

Place:

Date:

**Annexure - IV**

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**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.

Signature of tenderer with official stamp

Date:  
Place:

**Annexure - V**

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

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

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

Particulars	% Rate considered in price bid	Confirm whether GST amount has been included in basic prices or have been mentioned separately in the respective columns prescribed in price bid.
CGST	@.....%	
SGST	@.....%	
IGST	@.....%	

Signature of tenderer with official stamp

Date:

Place:

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**DECLARATION BY TENDERER**

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

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

Signature of tenderer with official stamp

Date:

Place:

**Note-** In case of participation by authorised/accredited dealer/partner on behalf of their manufacturer, the dealer/distributor has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender.

**Annexure-VII**

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**Details of past experience**

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

**List of order(s) executed towards supply, installation & commissioning of similar type of work.**

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

Signature with Office Seal.

Place:

Date:

**Annexure-VIII**

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**Check-list to technical specifications and scope of work**

**Make-** ABB/Hitachi / Fuji Electric/Schneider/ Siemens /L&T/ Yaskawa/ Omron/ Amtech/ Danfoss/ Rockwell (Allen Bradley) / Crompton Greaves or any other reputed make.

**Offered make .....** **Model.....**

<b>s. n.</b>	<b>Description</b>	<b>Agreed/ Deviation if any</b>
<b>1</b>	<p>Supply Installation, Testing, &amp; Commissioning of Heavy duty 132 kw,296 Amp. Variable Voltage &amp; Variable Frequency (VVVF) drives with panel completely, solid state with pulse width modulated (PWM) out put &amp; insulated gate bipolar transistors (IGBT's ) as the output switching device with necessary input &amp; output chokes as per specifications and terms &amp; conditions mentioned in tender at our Industrial Beneficiation Plant, Jhamarkotra mines, Udaipur (Raj.).</p> <ol style="list-style-type: none"> <li>1. 6 pulse AC drive (VVVF) with IGBT based PWM technology, heavy duty, constant torque, Voltage range-380-480 volt, 3 phase, 50 Hz. AC plus 10% minus 15%, Vector control without sensor, V/F control, Rated ambient operating temperature 50 degree centigrade.</li> <li>2. Display/Operating panel shall be provided with the drive for fault diagnostic, programming and monitoring.</li> <li>3. The drive should compulsorily be provided with necessary input &amp; output chokes and shall be designed as per the requirement. The cable length from VVVF drive panel to motor is about 200 meters and output choke shall be designed accordingly. VVVF drive OEM will certify the chokes that it is suitable &amp; work perfectly with their drive module.</li> <li>4. The supplier shall provide the necessary software &amp; hardware for communicating the drive with Laptop/PC.</li> <li>5. The panel should be dust &amp; vermin proof confirming to IP 54 protection.</li> </ol>	



	<ol style="list-style-type: none"> <li>6. The panel shall be made of CRCA steel sheet with minimum 2.0 mm thickness for load bearing members &amp; 1.6 mm thick for non load bearing members.</li> <li>7. It should be painted with light gray shade as per IS-5 and shall be epoxy based with minimum thickness of 50 microns.</li> <li>8. The components must be arranged with enough space between them so that there is easy accessibility for maintenance, replacing and for working on each component. The components must be arranged with enough space between them so that there is easy accessibility for maintenance, replacing and for working on each component.</li> <li>9. The panel door shall have a window for the digital display, so that the VVVF drive can be seen in the door closed condition also.</li> <li>10. Panel cooling fan of required nos., appropriate size and speed shall be mounted in the panel. As the same panels are to be installed in our existing big size of PMCC room &amp; Amb. Temp. 50 degree centigrade.</li> <li>11. Louvers shall also be provided in the panel.</li> <li>12. The power contactors must be appropriate size and AC4 duty.</li> <li>13. MCB'S are to be for control supply purpose etc.</li> <li>14. Separate colour terminal blocks for control, power &amp; PLC connection used.</li> <li>15. Auxiliary relays, contactors, over load relay are required.</li> <li>16. The panel must be provided LED lamp inside and utility switch &amp; socket.</li> <li>17. The panel shall be provided with necessary bus bar arrangements and panel wiring carried as per approved drawing.</li> <li>18. Select specific operator devices as required key pad, the device shall include a local operator interface. The</li> </ol>	
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	<p>operator interface shall include start/stop keys and speed increase/decrease keys. The operator interface shall also include LCD type read out for display important drive information such as motor speed, motor current &amp; motor voltage etc.</p> <p>19. Hand/Off/Automatic selector switch- Allows the operator to select where the drive start/stop commands and speed reference signal will come from. In “Hand” mode the VVFD is operated using a local speed reference and local start and stop commands. In “Auto” mode the drive follows a remote speed reference signal (typically 4 to 20 mA) and responds to remote Run/Stop commands.</p> <p>20. Local/Remote selector switch- Allows the operator to select where the drive start/stop command will come from. In “Local” mode, the command will come from local start/stop push buttons (typically the start/stop keys on the operator interface). In “Remote “ mode the command will come from a remote source such as PLC.</p> <p>21. Auto/Manual selector switch- Allows the operator to select where the speed reference signal will come from. In “Auto” mode- the reference signal will come from a remote source (typically 4 to 20 mA). In “Manual” mode the reference will come from local speed potentiometer or from the VVVF drive- used when it is desirable to adjust the VVVF drive operator interface (Keyboard).</p> <p>22. Speed potentiometer- Used when it is desirable to adjust the VVVF drive speed using potentiometer instead of the operator interface (Keyboard).</p> <p>23. Additional push buttons/selector switches- provide the detailed description of each additional operator device and its specific function.</p> <p>24. Analog indicators- the operator interface (keypad) can provide a digital read out of all important drive parameters. Analog indicators Analog indicators may be added if desired.</p>	
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	<p>25. Input circuit breaker- the VVVF drive shall include a door interlocked input AC lines disconnected suitable MCCB. The circuit breaker shall have an asymmetrical short circuit interrupting capacity of amperes.</p> <p>26. Manual contactor Bypass- A Manual contactor Bypass assembly shall be provide to allow the AC motors to be operated off the VVVF drive (normal operating mode) or directly off the AC power line (bypass mode).</p> <p>27. The bypass assembly shall consist of two electrically &amp; mechanically interlocked, UL rated contactors (a VVVF drive mode select contactor and a bypass mode select contactor). A common motor over load relay shall also be provided.</p> <p>28. Door mounted bypass operator device shall include a “power on” indicating light, a “VVVF drive mode” indicating light, a “bypass mode” indicating light and a “drive off- bypass” mode selector switch.</p> <p>29. When the “VVVF drive- off- bypass” selector switch is in “VVVF drive mode” the VVVF drive mode select contactor closes and connects the output of the drive to the AC motor. The AC motor operates off the drive with its speed controlled by the drive. When the VVVF drive-off- bypass selector switch is on off position, both mode selector contactors will be open &amp; AC motor will be stopped. When the “VVVF drive- off- bypass” selector switch is in the “bypass mode”, the bypass mode select contactor closes &amp; connects the AC motor directly to the AC power line. In bypass mode, the bypass mode select contactor &amp; motor overload relay functions as a full voltage, non-reversing AC motor starter. The AC motor operates directly off the ac power line with no speed control.</p> <p>30. A door interlocked main circuit breaker shall be provided to completely disconnect the bypass assembly (VVVF drive 7 AC motor starter) from the AC power line.</p> <p>31. A VVVF drive power supply disconnect MCCB shall also be provided to allow complete disconnection of</p>	
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the drive from the AC power line, when operating in bypass mode. A contactor at the drive input is not preferred.

32. The VVVF drive shall have a door mounted “Hand-Off-Auto” selector switch. In “Hand” mode the drive will be operated manually using the local operator interface. Start & stop keys and speed increase/decrease keys on the operator interface (keypad) will control the drive. In “off” mode, the drive will not run. In “Auto” mode, the drive will follow a remote speed reference signal (typically 4 to 20 mA) and respond to remote Run/Stop commands.

33. RS232/485 communication cards- Allows the VVVF drive to communicate with computers, PLC'S and microprocessor based data collection systems. Available protocols include Modbus, Profibus, Ethernet, Devicenet and many others.

34. Analog output signal conditioner card- Conditions the VVVF drive's 0 to 10 V DC output (typically used when a 4 to 20 Ma output signal is required)

35. Input/output Expansion card- Allows the drive to accept additional analog and digital input & output signals.

36. Additional drive modification- Additional modification might include, if necessary

- a) Input/output contactor- For positive disconnect of motor and drive
- b) Output Reactors/output Filters take for granted as the motor outgoing cable is too long.
- c) Automatic Bypass- Automatic switch to Bypass on a VVVF drive fault.
- d) Special Logic and operation.
- e) Special communications requirement.

Terms & Conditions:-

1. Supplier will impart training to our executive & staff at site. The training shall be imparted by the manufacturer's experts in the respective fields. Training should be conducted free of cost. Comprehensive training manuals with clear illustration shall be provided by the supplier.
2. **The bidder may visit the site to know the actual condition of operation of concerned drives/ systems before submission of their bid.**
3. The Electrical drawing of the panel shall be prepared and approval must be taken prior to the panel installation & Supplier will provide 06 sets of as built control drawings & manuals of the VVVF drive & panels with supplies.
4. The bidder will be solely responsible for any unsafe, illegal, unworthy, and untoward incident, which may occur during the whole job.
5. All the tools & tackle required for installation, testing & commissioning of the subject system are to be provided.
6. The supervision of the installation, testing & commissioning job is the sole responsibility of the bidder, all their staff should have the statutory qualification and experience. The supplier will depute engineer for the same work purpose & provide test certificate along with the supply also.
7. All the statutory & safety rules are to be strictly followed by the supplier and by the personnel employed by them during the installation, testing & commissioning of the new VVVF drive.
8. Installation, testing & commissioning of the subject system is to be done by the supplier at the site within the existing space & other restrictions imposed by the actual conditions.

	<p>9. Any unforeseen problems, which may arise while installing, testing &amp; commissioning of VVVF drive panel package are to be solved by the supplier free of cost.</p> <p>10. Any minor or major modification needed during erection, testing &amp; commissioning of the subject system at the site is to be carried by the supplier using their own resources.</p> <p><b>11.</b> The bidder has to provide at least 10 years support for supplying spares of the equipment.</p>	
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Signature of Tenderer with official stamps

Place & Date

**Note:** Please attach technical data sheet/leaflets/catalogs etc of offer VVVF Drives.

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

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

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

Contact details of Banker:

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

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

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

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

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, \_\_\_\_\_ (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. \_\_\_\_\_.
  
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.
  
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.

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/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
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 purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF  
\_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said  
bank have set my signatures and bank seal on this guarantee which is being  
issued on non-judicial stamp of proper value as per Stamp Act prevailing in the  
state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_  
day of \_\_\_\_\_2019.

**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)

Contact details of Banker:

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

B.G. No. \_\_\_\_\_

Dated \_\_\_\_\_

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

Whereas the company having agreed to furnish BG for Bid Security from M/s \_\_\_\_\_ a company/ partnership firm \_\_\_\_\_ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer' ) from the demand under the terms and conditions of Tender No. RSMM/ \_\_\_\_\_ CO/NIT-00/2018-19 Dated \_\_\_\_\_ 00.01.2019 ..... (hereinafter called 'the said Tender) of Bid Security Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. .... .

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

(i) We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Tenderer of any of the terms and /or conditions contained in the Agreement ( the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).

(ii) We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under

this guarantee without any demur, and/or protest merely on demand from the company stating that the amount claimed is loss or damage caused to or suffered by or would be caused to the company by reason of any breach by the said tenderer of and condition contained in the said tender by reason of the failure to keep the said tender open. Any such demand made shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. -----

- (iii) We, \_\_\_\_\_ (bank) further agree that the guarantee here in above contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before .....(should not be less than six months) the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(MM.) shall be deemed to be sufficient demand under this guarantee.
- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs. ----- is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Bid Security Deposit /guarantee / promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

- (viii) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

IN WITNESSETH I, hereby \_\_\_\_\_, son of \_\_\_\_\_ (designation) \_\_\_\_\_ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which being issued on non-judicial stamp of Rs..... as per Stamp Act Prevailing in the state of Rajasthan, executed on this date \_\_\_\_ of \_\_\_\_\_, 2019.

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

Any person participating in a procurement process shall –

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

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

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

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

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

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

**Declaration by the Bidder**

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

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

Date: Signature of bidder

Place: Name:

Designation:

Address:

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

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

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

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

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

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

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

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

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

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

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



**5. Form of Appeal**

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

**6. Fee for filing appeal**

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

**7. Procedure for disposal of appeal**

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

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

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

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

1. Particulars of appellant :
  - (i) Name of the appellant :
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s) :
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Ground ..... of ..... appeal  
:.....  
.....(Supported by an affidavit)
7. Prayer:.....  
.....  
.....

Place :

Date:

Appellant's signature :

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

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

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,  
 The General Manager  
 DIC, District .....

1. Name of Applicant with Post:

2. Permanent Address:

3. Contact Details:

a. Telephone No.:

b. Mobile No.:

c. Fax No.:

d. Email Address:

4. Name of micro &amp; small enterprise:

5. Office Address:

6. Address of Work Place:

7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:  
 (enclose photo copy):

8. Products which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum  
 availed:

9. Products which are at present being produced by the enterprise:

10. Products for which purchase preference has been applied for:

11. Production capacity as per Capacity Assessment Certificate (enclose photocopy of  
 Capacity Assessment Certificate):

Serial No.	Product	Product Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed:

Serial No.	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

13. List of Testing Equipments installed:

Serial No.	Name of Testing Equipments	Quantity	Value
1			
2			
3			
4			

14. Benefits availed in last financial year and current financial year:

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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	Amount of goods supplied

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 \_\_\_\_\_

CERTIFICATE

)

File No. \_\_\_\_\_

Date \_\_\_\_\_

It is certified that M/s \_\_\_\_\_ was inspected by \_\_\_\_\_ on dated \_\_\_\_\_ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Purchase Preference under this notification.

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)

**e TENDER NO. RSMM CO MM NIT 29 2018-19 Dated 13.02.2019**

**Format of Affidavit**

I .....S/o .....Aged ..... Yrs. .... residing at  
..... Proprietor/Partner/Director of M/s  
..... do hereby solemnly affirm and declare that :

(a) My/Our above noted enterprise M/s ..... has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center ..... The acknowledgement No. is ..... dated ..... and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
--------------	------------------------------

(i)

(ii)

(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