



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

CIN No.: U14109RJ1949SGC000505

PAN No : AAACR7857H

GSTIN No. 08AAACR7857H1Z0

<b>REGISTERED OFFICE:</b> C89-90, Lal Kothi Scheme, Janpath Jaipur, Rajasthan Ph.:+91-141-2743734. 2743934 Fax: +91-141-2743735, 2428739	<b>CORPORATE OFFICE:</b> 4, Meera Marg, Udaipur - 313 001 Ph.: -91-294-2428768, 2428763- 67 Fax: +91-294-2428768	<b>SBU-PC Rock Phosphate</b> Jhamarkotra-313015 Purchase Department, Phone: 0294-2324441-43 Telefax: 0294-2342444
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Website : [www.rsmm.com](http://www.rsmm.com)

email: [satishkachhawa.rsmml@rajasthan.gov.in](mailto:satishkachhawa.rsmml@rajasthan.gov.in)

## e - TENDER DOCUMENT

### TO

### e\_TENDER NO. NIT-02/18-19 Dated 14/05/2018 FOR "SUPPLY OF NON CONTACT RADAR TYPE LEVEL SENSOR TO SBU-PC (RP), JHAMARKOTRA MINES.

S.NO.	Description	Date	Time
1	Publishing Date	14/05/2018	9.00 p.m.
2	Document Download/Sale Start Date	14/05/2018	10.00 a.m.
3	Document Download /Sale End Date	30/05/2018	6.00 p.m.
4	Bid Submission Start Date	14/05/2018	11.00 a.m.
5	Bid Submission Closing Date	30/05/2018	6.00 p.m.
6	Techno-Commercial Bid Opening Date	31/05/2018	3.30 p.m.
7	Submission Demand Draft / Bankers Cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	30/05/2018	on or before 30/05/2018 up-to 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.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> <a href="http://www.rsmm.com">www.rsmm.com</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://www.eproc.rajasthan.gov.in">http:// www.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. 21,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	



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Website : <a href="http://www.rsmm.com">www.rsmm.com</a> email: <a href="mailto:satishkachhawa.rsmml@rajasthan.gov.in">satishkachhawa.rsmml@rajasthan.gov.in</a>		

**e\_TENDER NO. NIT-02/18-19 Dated 14/05/2018**

## **NOTICE INVITING e-TENDER**

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from reputed suppliers FOR **“SUPPLY OF NON CONTACT RADAR TYPE LEVEL SENSOR TO SBU-PC(RP), JHAMARKOTRA MINES.**

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 DGM (MM), SBU-PC, Rock Phosphate, Jhamarkotra at the above address.

(Satish Kachhawa)  
Dy. General Manager (MM)



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

Section – I	Instruction for Preparation & Submission of tender and conditions of e-Tender.
Annexure- I	Technical Specification
Annexure-II	General Profile of Tenderer
Annexure- III	Undertaking towards banning/suspension.
Annexure- IV	Registration details as per MSMED Act, 2006.
Annexure- V	Undertaking towards acceptance of all terms & conditions of tender.
Annexure- VI	Details of taxes & duties offered in the price bid.
Annexure-VII	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-VIII	Declaration by the Bidder regarding Qualifications.
Annexure-IX	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-X	Additional Conditions of Contract.

## SECTION – I

### INSTRUCTIONS FOR PREPARATION & SUBMISSION OF E-TENDER AND CONDITIONS OF E-TENDER

#### 1.0 PREPARATION & SUBMISSION OF TENDER AND CONDITIONS OF E-TENDER

- a. 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).
- b. No physical/offline Tender/bid shall be accepted.
- c. **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 SM (F&A), Marketing Department, 4-Meera Marg, Udaipur up-to schedule date and time as above.
- d. **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 SM (F&A), Marketing Department, 4-Meera Marg, Udaipur up-to schedule date and time, as above.
- e. Conditional tenders and casual letters sent by the bidders will not be accepted.
- f. Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- g. The Tender Document is not transferable.
- h. 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.
- i. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are: Telephone No. 1800 3070 2232, 0141-

**e\_TENDER NO. NIT/02/2018-19 Dated 14.05.2018 for Non Contact Radar Type Level Sensor**

4022688, 0141- 4022688 (Help Desk 10.00 AM to 6.00 PM on all working days), email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.

- j. 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.
- k. 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 SM (F&A), Marketing Department, -Meera Marg, Udaipur before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- l. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- m. Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- n. 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.
- o. Tenderer shall be responsible for Supply of Non Contact Radar Type Level Sensorat Jhamarkotra mines.
- p. 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.**
- q. In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexure are enclosed :
  - i. Annexure-VII- Compliance with the Code of Integrity and No Conflict of Interest.
  - ii. Annexure-VIII- Declaration by the Bidder regarding Qualifications.
  - iii. Annexure-IX- Grievance Redressal during Procurement Process and Form No. 1.
  - iv. Annexure-X- Additional Conditions of Contract.

#### **COVER-A**

- Scanned Copies of DDs/BCs towards Tender Document Fees, Bid Security and Processing Fees.
- Sealed and signed copy of tender document towards acceptance of terms and conditions and authorisation in favour of a person signing tender document.
- Acceptance to Technical Specification as per annexure-I
- General profile of tenderer as per annexure-II.
- Declaration towards banning/suspensions as per annex- III.
- Registration details as per MSMED Act, 2006 as annexure- IV along with supporting documents.
- Undertaking towards acceptance of all terms & conditions of tender as per annexure- V.
- Details of taxes & duties offered in price bid as per annexure-VI.

#### **COVER-B**

- Document towards Tenderer status as per clause 6 a (i)

- Attested copy of Purchase Order, Performance Certificate etc of similar items as per clause 6 a (ii)

### **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 DDs/BCs towards tender document fee/Bid Security/ Processing Fees offline to the office of SM(F&A), Marketing Department, CO within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers should 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 ensure furnishing DDs/BCs towards tender document fee/Bid Security./ Processing Fees to the office of SM(F&A), Marketing Department, CO within the specified time & date of submission, failing which, their online bids will not be opened.

#### **3.0 WARRANTY:**

Warranty should be applicable in respect of sub-standard materials, poor workmanship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of commissioning or 18 months from the date of receipt of material at Jhamarkotra Mines, whichever is earlier. Defective material should be replaced free of cost by the supplier at our Jhamarkotra Mines. Warranty replacement should be completed within 30 days from the date of the claim.

#### **4.0 DELIVERY TERMS:**

The delivery basis of the stores will be on f.o.r. destination basis at SBU-PC (RP), Jhamarkotra Mines, via Udaipur. The Tenderer should state the earliest delivery period they can offer for full or part quantity.

#### **5.0 SPECIFICATION, QUANTITY & SCOPE OF SUPPLY:**

- a. Quantity & detail technical specification are as per annexure-I
- b. The scope of supply shall be the delivery of Stores by the supplier as per Annexure-I in accordance with the Terms and Conditions of the Tender.
- c. The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, 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.
- d. 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 EVALUATION OF TENDER:**

- a. Pre-qualifying criteria:

- i. The tenderer should be manufacturer/distributors/ bonafide dealers for which valid proof should be furnished along with tender document.
  - ii. Clientele served of similar nature of stores during last two years along with photocopies of orders/repeat orders/performance certificates, if any;
  - iii. The tenderer who fails to furnish the prescribed EMD shall not be eligible for price bid opening;
- b. The techno-commercial suitability of the offers will be ascertained on the basis of pre-qualifying criteria, past track record of the suppliers to supply of similar technical specifications, the quantum and performance of such supplies on the basis of documents submitted along with the Tender (Part-I of the offer). The decision of the Company with regard to short-listed bidders shall be final and binding to tenderers.
- c. Price Part (Part-II) of the offer of only short-listed tenderers will be opened and only such short-listed tenderers will be informed about the date and time of opening of the price bid. The company will generally not entertain any correspondence on this subject.

#### **7.0 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 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.

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

- a. The tenderer shall deposit interest free Bid Security of Rs. /- by Demand Draft/Banker's Pay order. Further, tenderers shall deposit (interest free) a sum Rs. 1,180/- (inclusive of GST) as tender document fees and Rs. 1000/- as processing fees by PO/Demand Draft only to the office of SM(F&A), Marketing Department, CO, Udaipur 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.
- b. DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of SM(F&A), Marketing Department, CO, Udaipur before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs 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:

- 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.
  - If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
  - If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - If the tenderer does not submit the security deposit cum performance guarantee.
  - If the tenderer breaches any provisions of code of integrity prescribed for bidders as specified 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 in case of re-tender.
- f. In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.

#### **9.0 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-

- a. Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
- b. 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.

- c. Security Deposit will be taken @1% of the total value of order.
- d. Except above, no other exemption will be given to any party on any grounds and their offer will liable for rejection.

**10.0 CONSIGNEE:**

The Dy. General Manager, SBU-PC (RP)  
or his authorized officer.  
RSMML Ltd, Jhamarkotra, Distt & via- Udaipur

**11.0 RSMML's RIGHT:** RSMML reserves to exercise following rights at its sole discretion without assigning any reason thereof. The decision of the Company in these regard shall be final and binding.

- a. not to accept any offer or reject any or all the offers.
- b. to cancel the tender, postpone it for another date
- c. to divide the quantity into more than one tenderer.
- d. to increase/ decrease the quantity.
- e. accept/reject offered products on technical ground.

**12.0 INSPECTION:**

- a. The pre dispatch inspection and test may be conducted at the premises of the tenderer. The tenderer will inform the RSMML well before in time for conducting pre dispatch inspection. However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties.'
- b. RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the goods.
- c. RSMML at its sole discretion may conduct third party inspection of supplied material after arrival of material at RSMML site and before final acceptance. The cost of such inspection will be borne by RSMML. In case Material are not found meeting the tender /order specifications in third party inspection, supplier will replace the material at their cost irrespective of the fact that the material were earlier found acceptable during Pre -Dispatch Inspection by RSMML.
- d. In case of rejection of any supply, the same should be replaced immediately within 30 days of intimation for rejection. Tenderer will take rejected material back at his own risk, cost and transportation.

**13.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- a. As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML, Security Deposit cum Performance Guarantee equal to 5 % of the total estimated value of the contract by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/ICICI/AXIS Bank (except the State Bank of India) having its branch at Udaipur, within 21 days from the date of award of LOA/PO. The Bank Guarantee should be valid for a period of 24 months (inclusive of claim period) + delivery period.
- b. 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 tenderer 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.
- c. The Company is empowered to recover 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 unsatisfactorily performance or non fulfillment of any of the conditions of the tender/contract from the S.D.



- d. 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.
- e. RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- f. The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee 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.
- g. In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25 % (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable on the date of issue of BG
- h. S.D. should be sent to the office of DGM (MM), SBU-PC, Jhamarkotra.

**14.0 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- V. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- a. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- b. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- c. 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.

**15.0 PRICE:**

- a. The firm & fixed price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- b. Tenderer (s) should 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.
- c. Price will remain firm and fixed till the complete execution of the contract.
- d. Please quote the duties and taxes as applicable on the date of submission of offer clearly and separately against each item. In the event of any increase/decrease in the Taxes & duties by the Government, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The increase shall be payable only on the production of authentic documentary proof by the tenderer.
- e. 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.

- f. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor 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 contractor or any other amount due to him/or from security deposit, as the case may be.
- g. 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, contractor 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 contractor or any other amount due to him/or from security deposit, as the case may be.
- h. Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that “total GST has been deposited and returns have been filed relevant tax period”.
- i. 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.”

**16.0 DETERMINATION OF LOWEST BIDDER:**

- a. For evaluation purpose lowest tenderer shall be determined separately for each item on the basis of total landed cost of material at destination inclusive of all duties, taxes, transportation charges, Freight, Insurance, P & F, any other delivery charges up to destination (Excluding GST and giving effect of any other duties/taxes/levies /exemption/by the State/ Central Govt. which are applicable directly / indirectly on the supply/use of Conveyor Material. On similar basis L2, L3, L4,..... Tenderers will be determined.
- b. In case RSMML opt for placing the purchase order to more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- c. In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

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

If at any time before the commencement of the supply the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the schedule of supplies, shall give notice in writing of the same to the supplier and the supplier shall neither be entitled to any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the supplier be entitled to any claim or compensation for re-scheduling of delivery period.

**18.0 TERMS OF PAYMENT:**

- a. 100% Payment within 30 days after receipt and acceptance of stores by consignee.
- b. **Billing & Paying Authority:** The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – SM(F&A, Jkt, RSMML
- c. Payment will be made through RTGS/NEFT. All bank charges/commission shall be borne by the contractor.

## **19.0 COMPENSATION FOR DELAYED DELIVERY**

In case the supplier fails to deliver the stores as per agreed specifications in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option:

- a. to recover from the supplier as agreed pre determined compensation @ ½ % per week of the value of the undelivered stores, for each Week or part thereof subject to a maximum of 5% of value of undelivered store.
  - b. either to purchase from elsewhere , without notice to supplier at his risk and cost for full or undelivered part, as the case may be.
- or
- c. to cancel the contract.

In case of (b & c) above, the company will be empowered to purchase stores which are readily available with alternative source to meet his requirement, irrespective of the fact whether these are similar or not.

## **20.0 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.

## **21.0 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.

**22.0 JURISDICTION:**

The Law of the land will prevail and legal jurisdiction shall be the exclusive Courts situated in Udaipur in the State of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED

**(Satish Kachhawa),  
Dy. GENERAL MANAGER (MM).**

I / We have studied the Technical Specifications above terms and conditions stated in SCC & GCC and having understood fully. I/We shall abide by and adhere to the above terms and conditions.

Signature and Seal of the Tenderer

Place :

Date :

**ACCEPTANCE TO THE TECHNICAL SPECIFICATION**

(To be enclosed with part-I of offer)

S. No	Description/ Specification of Material	Unit	Qty	Deviation, if any
<b>Make: VEGA, Endress Hauser, Berthold, Siemens, Forbes Marshall, WIKA, Binmaster Make only</b>				
1	<p>Non Contact Radar Type Level Sensor (80 Ghz)</p> <ul style="list-style-type: none"><li>• Process Material –Slurry (Density 1 - 1.5 gm/cc)/Phosphoric Acid/Sulphuric Acid (98%)</li><li>• Level Sensor should measure the surface level in presence of froth/foam.</li><li>• Level Measurement range 0 to 10 Mtrs.</li><li>• Output from transmitter- 4-20 mAmps.</li><li>• Supply Voltage 220VAC</li><li>• Transmitted Frequency-80 Ghz</li><li>• Local Indicator is to be provided along with sensor.</li><li>• 4" Flange and required number of nut bolts for mounting is in supplier's scope.</li></ul> <p>Note: Complete Supply, Installation, Commissioning and Testing will be in supplier's scope.</p>	Nos.	4	

Special Notes:

1. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.
2. Please enclose leaflet/ brochure and technical details of the offered make & model.
3. Interested bidder may visit our site if they desire to ensure actual process condition and exact site location where the above instruments will be installed.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date & Place

**ANNEXURE-II****GENERAL PROFILE OF TENDERER**(To be submitted with PART – I Technical Bid)

1	Name & address of the tenderer with				
	Telephone No.,				
	Fax No.				
	e-mail address etc.				
	Mobile No.				
2	Date of establishment.				
3	Whether Proprietor/Partnership/ Company				
4	Name of Owner/Partners/ Directors with full address.				
5	Name of the Manufacturer of Offered Products				
6	Status of Bidder i.e. Manufacturer/ Dealer/ re-seller/ Importer with supporting document				
7	Annual turnovers in rupees for last three years.	2016-17	2015-16	2014-15	
8	PAN No.				
9	GST No.				
10	Entrepreneurs memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium )				
11	Banker details: • Name • Branch No. • Address				
12	Bank Account No.				
13	Type of A/c : Saving / Current/CC/ any other				
14	IFSC code				
15	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.				
16	Any other important information related to the tender requirement.				

Signature of tenderer with official stamp

Date &amp; Place:

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

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

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:

**REGISTRATION DETAILS AS PER MICRO, SMALL & MEDIUM ENTERPRISES  
DEVELOPMENT ACT, 2006.**

(To be submitted with PART – I Technical Bid)

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 at point no.
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:



(To be submitted with PART – I Technical Bid)

**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 discretion. No claim on this will be entertained.

**Note:** Deviation to the tender terms, if any, mentioned anywhere 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:

(To be submitted with PART – I Technical Bid)

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

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

Particulars	% Rate considered in price bid
CGST	@.....%
RGST	@.....%
IGST	@.....%
GST on Transportation and other charges	@.....%
Offered Delivery period for supply of material	

Signature of tenderer with official stamp

Date:

Place:

**Compliance with the Code of Integrity and No Conflict of Interest**

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

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.

**Declaration by the Bidder regarding qualifications Declaration by the Bidder**  
(To be submitted - part – I of the offer)

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:

**Grievance Redress during Procurement Process**

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

The designation and address of the First Appellate Authority is: Mines Dept, GOR

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

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 endeavor 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 along-with 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 –
  - c. Hear all the parties to appeal present before him; and
  - d. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - e. 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.
  - f. 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**

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

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:.....  
 .....

Appellant's signature :

Place:

Date:

**Additional Conditions of Contract**

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

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:** 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. 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. 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 25% 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.

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.