



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

CIN No.: U14109RJ1949SGC000505

PAN No : AAACR7857H

GSTIN No. 08AAACR7857H1Z0

REGISTERED OFFICE: C89-90, Lal Kothi Scheme, Janpath Jaipur, Rajasthan Ph.:+91-141-2743734. 2743934 Fax: +91-141-2743735, 2428739	CORPORATE OFFICE: 4, Meera Marg, Udaipur - 313 001 Ph.: -91-294-2428768, 2428763- 67 Fax:+91-294-2428768	SBU-PC Rock Phosphate Jhamarkotra-313015 Purchase Department, Phone: 0294-2324441-43 Telefax: 0294-2342444
Website : www.rsmm.com		email: luckybhargava.rsmml@rajasthan.gov.in

TENDER DOCUMENT

TO

e_TENDER NO.- 15/24-25 Dated 24.03.2025 FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF STEP UP TRANSFORMER, 630KVA AND SUPPLY OF DISTRIBUTION TRANSFORMER -100 KVA.

S.N.	Description	Date	Time
1	Bid Submission Start Date	24.03.2025	10.00 a.m.
2	Bid Submission Closing date	28.04.2025	6.00 p.m.
3	Techno-Commercial Bid Opening Date	30.04.2025	3.30 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	28.04.2025	Up-to 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.	www.rsmm.com , http://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in	
7	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
8	Tender Document Fee	Rs. 1180/- (Inclusive of GST) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	
9	RISL Processing Fee	Rs.1,000/- in favour of "MD RISL" payable at Jaipur	
10	Bid Security	Rs. 40,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

CIN No.: U14109RJ1949SGC000505

PAN No : AAACR7857H

GSTIN No. 08AAACR7857H1Z0

REGISTERED OFFICE: C89-90, Lal Kothi Scheme, Janpath Jaipur, Rajasthan Ph.:+91-141-2743734. 2743934 Fax: +91-141-2743735, 2428739	CORPORATE OFFICE: 4, Meera Marg, Udaipur – 313 001 Ph.: -91-294-2428768, 2428763- 67 Fax: +91-294-2428768	SBU-PC Rock Phosphate Jhamarkotra-313015 Purchase Department, Phone: 0294-2324441-43 Telefax: 0294-2342444
Website : www.rsmm.com		email: luckybhargava.rsmml@rajasthan.gov.in

e-TENDER NO. 15/24-25 dated 24.03.2025

NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from reputed suppliers as detailed hereunder:-

Description	Bid Security (in Rs.)	Due date of opening
Supply, Installation, Testing & Commissioning of Step Up Transformer, 630KVA and Supply of Distribution Transformer -100 KVA.	40,000/-	30.04.2025 at 3.30 pm

For more details, visit us on web site www.rsmm.com, www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in or contact GM(MM), SBU-PC, Rock Phosphate, Jhamarkotra at the above address.

(Lucky Bhargava)
General Manager (MM)



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

Section-I	Instruction for preparation & submission of tender and General Conditions of Tender
Annexure- I	Technical Specifications
Annexure- II	General profile of tenderer
Annexure- III	Undertaking towards acceptance of all terms & conditions of tender
Annexure- IV	Undertaking towards non suspension/non banning.
Annexure- V	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure- VI	Details of taxes & duties
Annexure-VII	Details of Past Experience
Annexure- VIII	Declaration about Tenderer's Status
Annexure- IX	Format of Bid security declaration
Annexure - X	Format of Performance security declaration.
Annexure - XI	List of Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954.
Annexure - XII	Format of Undertaking for B. G.
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-D	Additional Conditions of Contract.
Form-A	Format of Application by MSME for Purchase Preference in Procurement of Goods
Form-B	Format of Affidavit
General	Instruction for preparation & submission of tender and General Conditions of Tender
Annexure- I	Technical Specifications
Annexure- II	General profile of tenderer
Annexure- III	Undertaking towards acceptance of all terms & conditions of tender

SECTION-I

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

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

- a. Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in.
- b. No physical/offline Tender/bid shall be accepted.
- c. The **Tender document fee** shall be in the form of RTGS/NEFT/Demand Draft/ Bankers Cheque/Bank Pay Order **in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur** and shall be submitted to the office of SM (F&A), Marketing Department, 4-Meera Marg, Udaipur up-to schedule date and time as above.
- d. The **Bid Security** shall be in the form of RTGS/NEFT/Demand Draft/Bankers Cheque/Bank Pay Order **in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur** and shall be submitted to

the office of SM (F&A), Marketing Department, 4-Meera Marg, Udaipur up-to schedule date and time as above.

- e. The **Processing Fee** shall be in the form of Demand Draft/Bankers Cheque/ Bank Pay Order drawn in favour of “MD RISL” payable at Jaipur and shall be submitted to the office of SM (F&A), Marketing Department, 4-Meera Marg, Udaipur up-to schedule date and time as above.
- f. Conditional tenders and casual letters sent by the bidders will not be accepted.
- g. Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- h. The Tender Document is not transferable.
- i. 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.
- j. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are: Telephone No. 1800 3070 2232, 0141-4022688, 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.
- k. 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.
- l. Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft/ Bankers Cheque/ Bank Pay Orders/RTGS/NEFT 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 & Declaration Stamp should also be uploaded along with the online Bid.
- m. **Tender Document Fee & bid security can also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes already prescribed in the relevant clauses of the tender document.**

Our Bank Details are as under:

IDBI Bank, P.O. Jhamarkotra, Distt Udaipur (Raj.) Pin 313015
Account No.: 0880102000000019
IFSC Code: IBKL0000880

Note: Tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of fees through RTGS/NEFT for verification at our end on above mentioned e-mail address

- n. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- o. Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- p. 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 unless otherwise RSMML extends the dates.
- q. Provisions of Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013 & subsequent amendments time to time, will also be applicable & part of this tender.
- r. In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures along with Part – I of offer.

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

Annexure-B- Declaration by the Bidder regarding Qualifications.

Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.

Annexure-D- Additional Conditions of Contract.

- s. Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the “covers” as below/prescribed in the document in PDF/jpg format.

COVER-A

- i. Scanned Copies of RTGS/NEFT details/Demand Draft/Bankers Cheque/ Bank Pay Orders towards Tender Document Fees, Bid Security and Processing Fees.
- ii. Authorization certificate in favour of the authorised representative of bidder for signing the tender
- iii. Sealed and signed copy of tender document towards acceptance of terms and conditions.
- iv. General profile of tenderer as per annexure-II
- v. Undertaking towards acceptance of all terms & conditions of tender as per annexure- III
- vi. Declaration towards banning/suspensions as per annex- IV.
- vii. Registration details as per MSME Act, 2006 as annexure- V along with supporting documents.
- viii. Details of taxes & duties offered in price bid as per annexure-VI.

COVER-B

- i. Checklist to technical specification for the tendered product as per annexure-I.
- ii. Details of Past Experience as per annexure-VII
- iii. Declaration of tenderer in support of PQC as per annexure -VIII

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 Bid Security declaration, 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 to ensure furnishing DDs/BCs towards tender document fee, Processing Fees & Bid security 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 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.

- a. 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- I.
- 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.

4.0 SPECIFICATION, QUANTITY & SCOPE OF SUPPLY:

- a. Quantity & detail technical specifications 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.

5.0 QUALITY OF SPARES & STANDARD APPLICABLE WARRANTY:

- a. Tenderer shall warrant that the spares supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- b. The spares will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- c. The supplier shall guarantee/warranty for the satisfactory **performance of the spares for a minimum period 12 months** from the date of supply of material at our site. This warranty shall survive inspection and acceptance of the goods.
- d. In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be repaired/ replaced by the supplier at site free of cost within 30 days from the date of issue of letter (by registered/speed post) of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any,

during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

- e. In case, supplier fails to repair/replace the failed parts within the stipulated period as above, RSMML shall be entitled to recover from the supplier as agreed pre-determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores.

6.0 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 maximum permissible delivery period of the ordered material will be 3 months from the date of the awarded Purchase Order.

Should the supplier fail to deliver the stores in full or part within the delivery period of the contract, Company will be entitled to cancel the contract in full or for undelivered portion and to purchase at the risk and cost of the tenderer.

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:

- i. **Bid Security:** The tenderer shall deposit (interest free) a sum of Rs. 40,000/- (Rupees forty Thousand only) as Bid Security in the form of RTGS/ NEFT/Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur. Offers not accompanied with the requisite Bid Security will not be considered.
- ii. **Tender Document Fees:** Tenderers shall deposit a sum Rs. 1,180/- towards tender document fees in the form of RTGS/ NEFT/Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur. within the specified date & time.
- iii. **Processing Fees:** Tenderers shall deposit a sum Rs. 1000/- towards processing fees in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders to **MD, RISL payable at Jaipur**. within the specified date & time.
- iv. The details of furnishing such financial instruments are also elaborated in clause no. 1.0.
- v. Payments through Cash, Cheque or Bank Guarantee will not be accepted.
- vi. Demand Draft / Bankers Cheque/ Bank Pay Orders submitted offline (personally /post/courier) should be sent to the office of SM (F&A), Marketing Department before scheduled date & time as mentioned in tender document.
- vii. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS/NEFT etc. should also be uploaded along with the online Bid.
- viii. The tender document fees & processing fees are non-refundable.

ix. The Bid Security shall be forfeited in case of:

- a. 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.
 - b. If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
 - c. If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - d. If the tenderer does not submit the security deposit cum performance guarantee.
 - e. If the tenderer breaches any provisions of code of integrity prescribed for bidders as specified at Annexure-A.
- x. The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired.
- xi. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- xii. 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.

9.0 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 **10 %** 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 18 months (inclusive of 3 months claim period) from the date of supply and acceptance of material at our site.
- 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 GM (MM), SBU-PC, Jhamarkotra.

10.0 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 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 @0.5% of the total value of order.
- B.** In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security. they are exempted from deposition of Bid Security & Security Deposit However; they have to give declaration as per Annexure-(XI) & (XII).

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.

11.0 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.

12.0 SHORT LISTING OF TENDERER:

RSMML will short list the tenderer for price bid opening on the basis of documents furnished along with Part -I of the offer and/or the information gathered by the RSMML about the tenderer. The price bid of only short-listed tenderer(s) will be opened on a later date, which will be informed to such tenderer(s) only. The decision of the Company shall be final and binding in this regard.

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

13.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

- a. For evaluation purpose, the lowest tenderer shall be determined separately for each item on the basis of total landed cost of the material at destination inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/ exempted except GST by the State/Central Govt. which are applicable directly / indirectly on the supply. On similar basis L2, L3, L4, etc 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.

14. NEGOTIATIONS:-

- a. 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.
- b. 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.
- c. 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 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.

16.0 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 was 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.

17.0 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."

18.0 PRICE VARIATION:

- a. The quoted price should remain firm and fixed till the completion of supplies. Only variation on account of changes in Taxes & Duties by the Government will be considered. No escalation/ variation on any other grounds whatsoever shall be considered or be admissible:
- b. Escalation on Government Taxes & Duties: The tenderer will indicate in his offer the applicable Taxes & Royalty at the time of opening of Part-I offer. In the event of any increase/decrease in the Taxes & royalty by the Government, the difference of the same shall be passed on to the Contractor/RSMML as the case may be. The subsequent increase/decrease shall be payable only on the production of authentic documentary proof by the Contractor.
- c. Save and except as aforesaid, the contractor 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 whether in respect of electrical charges, high speed diesel, oil, lubricants, tyres, tubes, spares, wages or minimum wages of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/or reason whatsoever.

19.0 PRICE FALL CLAUSE:

In the event of supplier accepting lower prices for supplies covered under the contract to any other companies during the pendency of the contract, the lower price and charges will also be applicable to this contract. The supplier must intimate RSMML as soon as they accept lower prices from any other company including PSU and Government Organization.

20.0 CONSIGNEE:

The General Manager, SBU-PC (RP)

or his authorized officer.
RSMM Ltd, Jhamarkotra, Distt & via- Udaipur

21.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- a) Payment terms are 100% within 30 days on receipt and acceptance of goods at Jhamarkotra Mines stores.
- 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 – The Payment disbursing authority is DGM (F&A), Jhamarkotra Mines.
- c) Payment will be made through RTGS/NEFT. All bank charges/ commission, if any, shall be borne by the supplier.
- d) Under the GST regime, section 51 of the CGST act, 2017 and notification no. 50/2018-Central Tax dated 13th Sep 2018; the mandate TDS on GST shall be deducted at the rate of 2% from the payment made or credited to the supplier of taxable goods or services or both, where the total value of such supply, under the contract, exceeds two lakh and fifty thousand rupees [excluding GST].

22.0 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.

23.0 INDEMNIFICATION:

Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or suppliers personnel or by claims made against RSMML by third parties in respect thereof.

24. LEGAL & STATUTORY OBLIGATIONS:

- i) The Tenderer shall also be ascertained and checked for by the company as per the provisions of Mines Act and Metalliferous Mines Regulations and bye-laws made there under. The company may not allow a transport vehicle to ply in mines area if it is found that the same is not fit to be deployed in mines area. The tenderer is to abide by all the statutory rules & regulations relating to mining and/or sales, transportation etc about the offered material.
- ii) All the transport vehicles deployed should be fitted with safety devices like audible warning system while reversing, horns, Headlights, powerful brakes, etc.

25. BREACH OF STATUTES:

The Tenderer shall indemnify the Company against all penalties and liabilities of every kind of breach of any statutes, ordinance, rules and regulations or by-laws as may be applicable for and in the execution of the contract.

26.0 INDEMNIFICATION:

Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or supplier's personnel or claims made against RSMML by third parties in respect thereof.

27.0 COMPLIANCE OF RULES/GUIDELINES OF MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE (MOEFCC).

The Bidder will ensure compliance of the rules / guidelines of Plastic Waste Management (Amendment) Rules, 2021 and its amendments from time to time as indicated in gazette notifications of the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India & Rajasthan State Pollution Control Board (RSPCB), wherever applicable.

28.0 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 regards shall be final and binding.

- a. not to accept any offer or reject any or all the offers.
- b. to reject any or all the tenders received or accept a tender either for the total scope of work or part thereof & not to accept the lowest tender without assigning any reason.
- c. to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d. to split/divide the quantity into more than one tenderer.
- e. to increase/ decrease the quantity.
- f. to accept/reject offered products on technical grounds
- g. to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information/forged document along with offer and thereafter.

25.0 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.

26.0 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.

27.0 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

**(Lucky Bhargava)
General Manager (MM)**

I / We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature and Seal of the Tenderer

Place :

Date :

ACCEPTANCE TO THE TECHNICAL SPECIFICATION

(To be enclosed with part-I of offer)

Sr. No.	Item Description	Unit	Qty	
1	Supply, Installation, Testing & Commissioning of Step Up Transformer 3-phase, 630KVA, 0.433/11KV, Copper wound outdoor type. Complete scope as per the attached Annexure-a	Nos.	1	
2	Supply of Distribution Transformer 3-phase 100 KVA, 50Hz, and Copper wound outdoor type. Complete scope as per the attached Annexure-b.	Nos.	1	

Special Note:

- i. **The Model and Make Offered** by bidder should be specifically mentioned in their offer, along with this bidder has to furnish detailed technical brochure/leaflet of the make & model offered.
- ii. Interested bidder may visit our site if they desire to ensure actual site/dimensions etc.
- iii. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.

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

Signature of Tenderer with official stamps

Date & Place

Scope & specification of supply- The complete scope of work is as below: -

- 1) Supply, installation, testing & commissioning of Oil immersed, Oil Natural Air Natural (ONAN) outdoor type 0.433/11KV, three phase, 50 Hz, Copper Wound step up transformer of 630 KVA ratings, complete with fittings and accessories.
- 2) This transformer shall be installed in place of existing 1600KVA transformer. Dismantling of existing installed 1600KVA transformer shall also be in the scope of supplier.
- 3) The equipment shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing in continuous operation. The Equipment Offered shall be complete with all parts necessary for their effective and trouble-free operation. Such parts will be deemed to be within the scope of the supply irrespective of whether they are specifically indicated or not.
- 4) Earth pit: - Four separate maintenance free earth pits for transformer & suitable quantity of earthing compound etc shall be provided by contractor. The earthing system of transformer shall be designed properly based on the soil of the area and constructed as per relevant applicable IS code. Two earth pits shall be connected with neutral & other two with transformer body. However, the required connecting strips shall be provided by RSMML.
- 5) HV side of transformer shall be connected with 11HT XLPE cable (3.5X185Sq mm) with proper glands. LV side of transformer shall be connected with exiting aluminum bus bar. Required extra aluminum bus bar (Size-100X10sqmm) and covering metal sheet shall also arranged by the supplier only.
- 6) Permission shall be required for charging from DGMS for the compliance of CEAR2023. RSMML shall submit the application for approval online. However, all the required documents i.e. test reports, completion certificate, contractor license etc shall be provided by supplier.
- 7) Supplier shall be responsible for the execution of total work as per applicable standards, Indian Electricity Act and rules, regulations framed there under with latest amendments and statutory authority requirements etc.
- 8) The transformer shall be connected in the output of 2X630KVA DG sets at 433Volt supply. Its HV side shall charge 11KV bus bar through XLPE cable.

2. **Principle parameters-**

1	Applicable Standard	IS2026
2	KVA	630
3	Voltage at NO Load	HV-11KV, LV-433V
4	Rated Frequency	50 Hz
5	Max guaranteed No Load loss at rated voltage & frequency	745Watt
6	Max guaranteed Load loss at rated current at principal tap	4460Watt
7	Impedance at rated Load and 75 deg. C	4.5% (IS Tol.)
8	Outdoor/Indoor	Outdoor
9	Service	Continuous
10	Phase	Three Phase, 4wires Neutral brought out (HV side)
11	Connection HV/LV	Star/Delta (HT/LT), Ynd11
12	Tapping on HV	+5% to -5% @2.5% (Off circuit), 5 tap position
13	Tests	Routine & type as per standard
14	Guaranteed Losses	Within limit stipulated by IS (to be indicated)
15	Termination (HV/LV)	Cable/ cable box at 180 degree
16	Cooling/Class of Insulation	ONAN/Class 'A'
17	Accessories:	Conservator, Silica gel breather, oil level guage, Oil drain & filter valve, Explosion vent, buchholz relay, OTI, WTI, lifting lugs, separate neutral bushing outside, marshaling box etc standard accessories
18	Max Amb Temp	50 degree C
19	Max Temp rise (Oil/Wdg)	35/40 degree C
20	Insulation level-	
	(i) Power frequency withstand voltage HV side	28KVrms
	(ii) Power frequency withstand voltage LV side	3KVrms

3. **Service condition:** - The above Transformer to be supplied against the specification shall be suitable for satisfactory continuous operation under the following climatic conditions: -
- i) Peak ambient temperature: 50°C
 - ii) Minimum Ambient Temperature in shade: -5°C
 - iii) Maximum average ambient temp. in a 24 hours period in shade: 45°C
 - iv) Maximum relative humidity: 100 %
 - v) Maximum wind pressure: 195 Kg/mt²
 - vi) Altitudes: Not exceeding 1000 mtrs.

4. Other terms & Condition:-

- i. Inspection: - Transformer shall be inspected at manufacturer's Works before dispatch for routine test as per relevant IS with latest amendment. Type test certificate shall be provided by the manufacturer during inspection. All Tests shall be carried out in presence of RSMM representative only.
- ii. Pre commissioning tests: - Supplier has to carry out all the routine tests at site after installation of transformer. The required test kits shall be arranged by the supplier at their cost.
- iii. Contractor shall take suitable insurance policy/Workmen compensation policy for his workmen/employees for installation & commissioning and submit the same before commencing the work. The contractor shall follow safe method of working so that no damage/loss is caused to material and injury to any of his workers. RSMML shall not be responsible in any way for the injury caused to contractor's labour while working.
- iv. The working hours at site will be 8.00 AM to 4.30 PM. The bidder may visit the site and ascertain the site condition if deemed proper for execution of the work. Transformer shall be installed at 33KV Sub-station in Jhamarkotra Mines of RSMML which is about 18Km far from Udaipur on existing platform.
- v. Any tool tackles, hydra/crane, welding machine, drill machine, manpower etc required for installation shall be in the scope of supplier.
- vi. For installation work, supplier shall have valid Electrical Contractor License issued by the Electrical Inspector, Govt. of Rajasthan or work of installation & commissioning shall be carried out through the contractor having A-class Electrical Contractor License issued by the Electrical Inspector, Govt. of Rajasthan. Before installation, supplier shall submit A-class contractor License as above

1. **Principle parameters-** Required parameters for the transformer are as below-

1	Standard	IS1180 level1 and latest amendment up to date
2	KVA	100
3	Voltage at NO Load	HV-11KV, LV-433V
4	Outdoor/Indoor	Outdoor
5	Service	Continuous
6	Phase	Three Phase, 4wires Neutral brought out (LV side)
7	Connection HV/LV	Delta/Star, Dyn11
8	Tapping on HV	+5% to -5% @2.5% (Off circuit), 5 tap position
9	Tests	Routine & type as per standard
10	Guaranteed Losses	Within limit stipulated by IS (to be indicated)
11	Termination (HV/LV)	Bushing/ cable box at 180 degree
12	Cooling	ONAN
13	Accessories:	Conservator, Silica gel breather, oil level guage, Oil drain valve, Explosion vent, buchholz relay etc standard accessories
14	Max Amb Temp	50 degree C
15.	Max Temp rise (Oil/Wdg)	35/40 degree C

2. **Inspection:** - Transformer shall be inspected at manufacturer's Works before dispatch for routine test as per relevant IS with latest amendment. Type test certificate shall be provided by the manufacturer during inspection. All Tests shall be carried out in presence of RSMM representative only.

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	Work Completion period for complete scope of work under tender			
6	Annual turnovers in rupees for last three years.	2020-21	2021-22	2022-23
7	PAN No.			
8	GST No.			
9	Entrepreneurs memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: • Name • Branch No. • Address			
11	Bank Account No.			
12	Type of A/c : Saving / Current/CC/ any other			
13	IFSC code			
14	Any other important information related to the tender requirement.			

Signature of tenderer with official stamp

Date & Place:

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 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:

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:

Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006.

I. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/NO)

II. If yes, please furnish the declaration given below.

III. 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).

IV. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

	Particulars	% Rate considered in price bid	
	Price Basis	** F.O.R. JHAMARKOTRA, UDAIPUR	Price Basis
**	CGST	@.....%	
	RGST	@.....%	
	IGST	@.....%	
	Delivery Period	Within 3 months	

mentioned by tenderers other than F.O.R. Jhamarkotra Udaipur will not be accepted.

Signature of tenderer with official stamp

Date:

Place:

DETAILS OF PAST EXPERIENCE

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

List of order(s) executed towards supply of similar type of material.

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

Signature of tenderer with official stamp

Date:

Place:

Enclose: Supporting Document towards tenderer status, as above.

DECLARATION BY TENDERER

I/We declare that I am/ We are /manufacturer/ distributor/Authorised dealer/ bonafide dealers 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:

Enclose: Supporting Document towards tenderer status, as above

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-XIII 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 issuing Banker:

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

Contact details of Banker's branch at Udaipur:

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

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

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no.

_____ dated _____ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of

unconditional and irrevocable Bank Guarantee for Rs. ____ (Rs.

_____) being equivalent to _____% of Contract value of Rs. _____.

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

We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

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

We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in

respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or
Udaipur branch office

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

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

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

The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

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

The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated

_____ granted to him by the bank.

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

IN WITNESSETH I, HEREBY _____ SON OF

_____(designation)_____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the

_____ day of _____2025.

FORM OF BID-SECURING DECLARATION

(Applicable only for the bidders fall in the category of bidders as per clause no. 12.0 (B) of tender

(To be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:
Bid No.:
Alternative No.:
To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-.....

Name :-.....

In the capacity of:-.....

Duly authorized to sign the bid for and on behalf of:

Dated on day of
Corporate seal-.....

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]

(Applicable only for the bidders fall in the category of bidders as per clause no. 12.0 (B) of tender

FORMAT OF DECLARATION IN LIEU OF SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE IN CASE OF AWARD OF CONTRACT

To: RSMML

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all-performance obligations under the Contract for above mentioned tender.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the suitable time if we are in breach of any of our performance obligation under the conditions of the Contract. We further understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signature of tenderer with official stamp

Date:

Place

Public Sector Banks & Private Sector banks as per schedule II of the**Reserve Bank of India Act, 1954****List of Scheduled Public Sector Banks**

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	UCO Bank
11	Union Bank of India
12	State Bank of India

List of Scheduled Private Sector Banks

S.No.	Name of the Bank
1	Axis Bank Limited
2	Bandhan Bank Limited
3	CSB Bank Limited
4	City Union Bank Limited
5	DCB Bank Limited
6	Dhan Laxmi Bank Limited
7	Federal Bank Limited
8	HDFC Bank Limited
9	ICICI Bank Limited
10	IndusInd Bank Limited
11	IDFC FIRST Bank Limited
12	Jammu & Kashmir Bank Limited
13	Karnataka Bank Limited
14	Karur Vysya Bank Limited
15	Kotak Mahindra Bank Limited
16	Nainital Bank Limited
17	RBL Bank Limited
18	South Indian Bank Limited
19	Tamilnad Mercantile Bank Limited
20	YES Bank Limited
21	IDBI Bank Limited
22	AU Small Finance Bank

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

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.

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 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.

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

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

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 & 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 Equipment's installed:

Serial No.	Name of Testing Equipment's	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)

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 acknowledgment 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