

Government of Rajasthan

Directorate of Mines & Geology

Khanij Bhawan, Shastri Circle, Udaipur-313 001

Phones : (0294) – 2415091-95 Fax : (0294)-2410526

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No. DMG/F-5(18)2022-23/2192. Udaipur, Date 21/11/2022

**OPEN TENDER NOTICE NO. 6/2022-23**

Tenders are invited for the supply of items as mentioned below. Tenders are to be submitted in two parts i.e. Technical Bid and Financial Bid.

| S. No | Group | Items                                                                                  | Approx. Qty.         | Total Estimated Cost (in Rs.) | Bid Security (Rs.) | Tender Fee (Rs.) | Start date to present tender form | Last date for submission of tender form |
|-------|-------|----------------------------------------------------------------------------------------|----------------------|-------------------------------|--------------------|------------------|-----------------------------------|-----------------------------------------|
| 1.    | A1    | Laptop                                                                                 | 2                    | 1,30,000/-                    | 4000/-             | 200/-            | 21.11.2022 Time 3:00 PM           | 28.11.2022 Time 1:00 PM                 |
|       | A2    | Printer                                                                                | 2                    | 70,000/-                      |                    |                  | 21.11.2022 Time 3:00 PM           | 28.11.2022 Time 1:00 PM                 |
| 2.    | B     | Compatible cartridges for Hp/Ricoh/Konika/ Konika Minolta/ Brother/Canon make printers | As per attached list | 3,00,000/-                    | 6000/-             | 200/-            | 21.11.2022 Time 3:00 PM           | 28.11.2022 Time 1:00 PM                 |
| 3.    | C     | Panel Display Projector Screen                                                         | 1                    | 3,00,000/-                    | 6000/-             | 200/-            | 21.11.2022 Time 3:00 PM           | 28.11.2022 Time 1:00 PM                 |

1. Detailed information/tender document may be seen/downloaded from the website <https://spgp.rajasthan.gov.in>, <https://mines.rajasthan.gov.in>
2. Bidder can submit tender for all the groups or any group/groups.
3. Last date and time for submission of tender 28-11-2022 time 1.00 PM.
4. Technical bid of the tender will be opened on date 28-11-2022 at 03.00 PM and financial bid after the evaluation of technical bid, exact date and time will be intimated to the technically qualified bidders.

*(Signature)*

Purchase Officer

**Group-B - Bidding Document for Supply of Compatible Cartridges**

**NOTICE INVITING TENDER (NIT)**

|                                                                     |                                                                                                                                                                                                                                                         |                                                                                                                                        |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| NIT Ref. No                                                         | <b>6 /2022-23 (Group-B)</b>                                                                                                                                                                                                                             |                                                                                                                                        |
| Name & Address of the Procuring Entity                              | Directorate, Department of Mines and Geology (DMG), Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan                                                                                                                                            |                                                                                                                                        |
| Subject Matter of Procurement                                       | Rate contract for Supply of compatible cartridges for Hp/ Ricoh/ Konika Minolta/ Brother/ Canon make printers (As per specifications) for Directorate, Department of Mines and Geology (DMG), Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan. |                                                                                                                                        |
| Bid Procedure                                                       | Single-Stage: Two Part (Envelope) Open Competitive Bid Procedure                                                                                                                                                                                        |                                                                                                                                        |
| Bid Evaluation Criteria (Selection Method)                          | Lowest Priced Bid Method (Overall)                                                                                                                                                                                                                      |                                                                                                                                        |
| Websites for downloading Bidding document, Corrigendum's, Addendums | <a href="https://sppp.rajjasthan.gov.in">https://sppp.rajjasthan.gov.in</a> , <a href="https://mines.rajjasthan.gov.in">https://mines.rajjasthan.gov.in</a>                                                                                             |                                                                                                                                        |
| Fees                                                                | Bidding Document Fees/ Tender Fees                                                                                                                                                                                                                      | Rs. 200/- (Rupees Two Hundred Only) in the form of Demand Draft in favour of "Additional Director Administration" payable at Udaipur". |
|                                                                     | Bid Security (EMD)                                                                                                                                                                                                                                      | 6000/- (Rs. Four Thousand Only), in the form of Demand Draft in favour of "Additional Director Administration" payable at Udaipur".    |
| Estimated Procurement Value                                         | Rs 3,00,000/- ( including all taxes)                                                                                                                                                                                                                    |                                                                                                                                        |
| Estimated Completion Deadline of Supply                             | Rate Contract for One Year from issuance of award letter. Supply to be done as per supply orders issued from time to time.                                                                                                                              |                                                                                                                                        |
| Period of Sale of Bidding Document (Start/ End Date)                | Start Date: <b>21.11.2022</b> , 11:00 AM<br>End Date : <b>27.11.2022</b> , 06:00 PM                                                                                                                                                                     |                                                                                                                                        |
| Manner, Start/ End Date for the Submission of Bids                  | Open Competitive Bidding<br>Start Date: <b>21.11.2022</b> , <b>3:00 PM</b><br>End Date : <b>28.11.2022</b> , 01:00 PM                                                                                                                                   |                                                                                                                                        |
| Last date of Submission of Tender Document Fee, Bid Security amount | Date : <b>28.11.2022</b> , 01:00 PM                                                                                                                                                                                                                     |                                                                                                                                        |
| Date/ Time/ Place of Technical Bid Opening                          | Date: <b>28.11.2022</b> ,<br>Time: 03:00 PM<br>Place: Directorate, Department of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan                                                                                            |                                                                                                                                        |
| Date/ Time/ Place of Financial Bid Opening                          | After the evaluation of technical bid; exact date and time will be intimated to the technically qualified bidders.                                                                                                                                      |                                                                                                                                        |
| Bid Validity                                                        | 90 days from the last day of opening of financial bid                                                                                                                                                                                                   |                                                                                                                                        |

Group-B - Bidding Document for Supply of Compatible Cartridges

1. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid and in two separate envelopes. Envelope containing Technical Bid should be marked conspicuously "Technical Bid for \_\_\_\_\_ (Name of Group and Name of Item) and Envelope containing Financial Bid should be marked conspicuously "Financial Bid for \_\_\_\_\_ (Name of Group and Name of Item). Both these sealed envelopes then may be enclosed in a single envelope which should be conspicuously marked "Tender for \_\_\_\_\_ (Name of Group and Name of Item)" and sealed. The tender should be handed over at this office or be send by registered post.
2. Bidder should not mention anything in the technical bid about his financial bid otherwise his tender will not be considered.
3. The tender should be handed over at this office in Room no. 236 upto time 1.00 PM of date 28.11.2022 or be sent by post/courier (The post/courier must reach at this office in Room no. 236 upto time 1.00 PM of date 28.11.2022). Department shall not be responsible for delay in receipt of the post. Only those tenders which are received up to the prescribed time shall be considered.
4. If there happens to be holiday on the submission/opening day for tenders, then the tenders can be submitted on the next working day upto 1:00 PM and the tenders will be opened on the that working day at 3:00 PM
5. No conditional or partial or incomplete bid will be accepted.
6. Price of bid document (tender document fee) once submitted shall not be refunded.
7. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.



Additional Director  
(Administration)

Group-B - Bidding Document for Supply of Compatible Cartridges

**Scope of Work:**

Supply of Compatible Cartridges for Hp/Ricoh/Konika Minolta/Brother/Canon make printers as per details given below

| S. No. | Make & Modal of Printer         | Total Approx. Quantity |
|--------|---------------------------------|------------------------|
| 1      | Ricoh SP 200 Printer            | 150                    |
| 2      | HP LaserJet 3050 / 1020 Printer | 30                     |
| 3      | Canon MFb31Cn                   | 10                     |
| 4      | Konika Minolta bizhub164        | 9                      |
| 5      | Brother mfc7860dw               | 9                      |

- The quantity mentioned is tentative & indicative only, however, the supply of each type of Cartridge will be taken as per actual requirement of Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur, 313001, Rajasthan, on as and when required basis. No guarantee regarding annual, monthly, weekly or daily quantity is given.
- The tenderer is required to deliver the Cartridges at Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur, 313001, Rajasthan Udaipur on FOR destination basis as per delivery schedule issued by the Directorate.
- The period of Rate Contract will be One year from the date of issue of LOA/ Rate contract. DMG may extend the Rate Contract period for 3 months on same rates, terms & conditions at its sole discretion.
- The tenderer should offer minimum possible delivery period for supply of offered Cartridges. The delivery of cartridges will be taken on as and when required basis during the period of contract.
- The inspection of supplied cartridge shall be done by the Central Store/ Committee constituted by the Store In charge and shall be accepted only if found working in proper condition
- Cartridges to be supplied shall be mechanically & electronically compatible to the printers mentioned. In case cartridges are not physically compatible or printer displays error, supplied cartridges shall be rejected and suppliers shall replace those cartridges.
- Compatible Toner Cartridges to be supplied shall be Factory Manufactured, New Cartridges and not Refilled, Refurbished or Remanufactured.
- The supplier or its OEM {themselves or through reseller(s)} should have experience of successfully executing similar type of order in last five financial years to any Central/State Govt/PSUs/any renowned private organisation.
- Manufacturer of the Compatible Toner cartridges should have ISO 9001/14001 certification.
- Ink / toner cartridge shall be guaranteed against all manufacturing defects and defective cartridge shall be replaced free of cost by tenderer at his cost and risk as per the policy of OEM. Tenderer should supply Ink /Toner cartridges having expiry date over and above 6 months from the date of supply.

## Group-B - Bidding Document for Supply of Compatible Cartridges

- DMG will qualify and judge the Technical suitability of the offers & short list the tenderer for financial bid opening on the basis of documents furnished along-with Part -I of the offer in line with tender terms and/or the information gathered by the DMG about the tenderer. The financial bid of only Technically shorted Tenderer (s) will be opened on a later date, which will be informed to such Tenderer(s) only. The decision of the Department shall be final and binding in this regard. The Department will not entertain any correspondence on this subject.
- DMG reserves the following right:-
  - a. to reject any or all the tenders received.
  - b. to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
  - c. to enter into parallel Rate Contract with more than one tenderer.
  - d. to cancel the tender, postpone it for another date, change the venue of the receipt of the tender etc.
  - e. to increase/decrease the quantity.
  - f. to check the genuineness of products during the RC.



Additional Director  
(Administration)

## **INSTRUCTION TO THE BIDDERS**

1. Before filling up the tender, bidders are requested to read bidding document carefully which comprises of Notice Inviting Tender, scope of work-technical specifications, instruction to bidders, general terms & conditions of the contract, declaration by tenderer, declaration, certificate regarding warranty, agreement, Annexure A, B, C, & D, technical bid and financial bid. Bidder should ensure that the bidding document is completely received.
2. Purchase is being done as per RTPP Act 2012, RTPP Rules 2013 and GF&AR of Government of Rajasthan and all the provisions thereof shall be deemed to be the part of this tender. Bidders are advised to acquaint themselves with the provisions of the Act and Rules. Any Amendment in Act/Rules in future will also be applicable as per Govt. guidelines. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.
3. Upon breach the procuring entity may take appropriate action in accordance with the provisions of section 11(3) and section 46 of RTPP Act.
4. **Bidder who has following Qualification criteria is eligible for bidding :-**
  - A bidder may be natural person, private entity, government owned entity.
  - A bidder debarred under section 46 of RTPP act shall not be eligible to participate in procurement process.
  - A manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer. As a proof, relevant certificate to be attached.
  - Manufacturer of the Compatible Toner Cartridges should have ISO 9001/14001 certification. (as a proof copy to be attached)
  - The supplier or its OEM {themselves or through reseller(s)} should have experience of successfully executing similar type of order in last five financial years to any Central/State Govt/PSUs/any renowned private organisation.
5. Warranty Certificate as defined in specification.
6. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid in sealed envelopes marked GROUP B- Supply of compatible cartridges for Hp/ Ricoh/ Konika Minolta/ Brother/ Canon make printers. The technical bid shall be opened and evaluated first, the financial bid of only those bids, which will be found acceptable on technical evaluation shall be opened and evaluated. Bidder should not mention anything in the technical bid about his financial bid otherwise his tender will not be considered.
7. The lowest tenderer shall be determined on the basis of total landed cost of the offered Cartridges The total landed cost will include the price inclusive of all taxes and duties up to the destinations FOR, Udaipur.
8. In case DMG opt for entering into Rate Contract with 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. In the event the DMG

Group-B - Bidding Document for Supply of Compatible Cartridges

does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or DMG may take any other suitable action as deemed fit looking to the exigency of the work.

9. Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, DMG may choose to make a written counter offer to the lowest tenderer and if this is not accepted, DMG 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. 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. 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. In the event the Department does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or Department may take any other suitable action as deemed fit looking to the exigency of the work.
10. The complete bidding document may be purchased from Room No.236 and also made available for download from the website of <https://sppp.rajjasthan.gov.in> & <https://mines.rajjasthan.gov.in> The prospective bidders who have downloaded the bidding document from the website will have to pay Rs. 200/- as the price of bid document.
11. The procuring entity is not responsible for the completeness of the bid document and its addenda if they were not downloaded correctly from the State Public Procurement Portal- <https://sppp.rajjasthan.gov.in> & Departmental Website <https://mines.rajjasthan.gov.in>
12. Any addendum /corrigendum issued shall be published on State Public Procurement Portal <https://sppp.rajjasthan.gov.in> & Departmental Website <https://mines.rajjasthan.gov.in> and shall be the part of the bidding document. Prospective bidders are advised to visit the above websites regularly to see and download the addendum /corrigendum
13. Bid security amount will be INR 6000/- for normal bidders, 1500/- for SSI/MSME unit of Rajasthan and INR 3000/- for sick industries. For obtaining benefit of lower value of bid security MSME/SSI units or sick industries bidder has to submit relevant documents along with bid.
14. In lieu of bid security a bid securing declaration shall be submitted by Government Companies/ Departments /Boards of the State or Central Government.
15. The price should be quoted in Cover – II (Financial Bid) on F.O.R. destination basis.
16. Rates quoted by the bidder in financial bid shall be valid for 3 months from the date of opening of financial bid.
17. Bidder shall give a breakdown of the price in the manner and detail called for in the price schedules included in financial bid form.
18. Bid price quoted should include all taxes, cost associated with packing and documents, insurance, transportation, training and commissioning as required for delivery to location as specified.

19. Items are to be delivered as per purchase order at Central Store of Directorate, Department of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur; bidder should quote rate F.O.R. destination.

## **20. Bid Evaluation**

### **A. Preliminary Examination**

To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules, and all the documents specified in Qualification Criteria.

If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected

### **B. Technical Examination**

To determine the Bid as Technically Responsive the Bidder has to submit documents and comply with requirements as specified in the Technical Requirement.

As per Rule 59 (4) and 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid. As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions of Section 25 of RTPP Act.

### **C. Evaluation of Financial Bid**

The evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., bidder will supply item/items free of cost and the total amount would be computed accordingly.

There is no option with bidder to submit quote for partial quantity of any item/items of any item/items. Procuring Entity will award the tender to the lowest responsive bidder for this package.

Discounts offered of any kind shall not be considered.

21. Sub – tendering/ subletting of supply of goods or related services/goods is not allowed.

22. Following documents should be enclosed with the technical bid :-

- (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
- (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
- (iii) Documents to certify that bidder is a manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer.
- (iv) Certificate of micro, small, medium enterprise of Rajasthan (if applicable).
- (v) Certifications:
  - a. ISO 9001/14001 certification.
- (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
- (vii) Bidding document including Notice Inviting Tender, scope of work-technical

## Group-B - Bidding Document for Supply of Compatible Cartridges

specifications, instruction to bidders, general terms & conditions of the contract, declaration by tenderer, declaration, certificate regarding warranty, agreement, Annexure A, B, C, & D duly signed by the bidder (as token of their acceptance of the terms mentioned therein).

(viii) Experience proof to prove that supplier has experience of successfully executing similar type of order in last five financial years to any Central/State Govt./PSUs/any renowned private organisation.

(ix) Name and model number of item.

(x) Technical leaflets / brochures / literature in Hindi/English version only, if any.

(xi) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1.

(xii) GST Registration Certificate and GST No.

(xiii) Declaration and Undertaking regarding Warranty.

(xiv) PAN Card

(xv) Any other document required to be submitted.

### 23. Performance Security

- Selected bidder will be issued letter of acceptance/purchase order, who will be required to deposit Performance Security @2.5% of tendered amount within a period of 15 days from receipt of order.
- Bid security may be adjusted and only difference amount for performance security may be deposited.

### Amount of Performance security:-

- for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% of the tendered amount.
- for the sick industries other than of Small Scale Industries whose cases are pending before BIFR shall be @ 1% of the tendered amount.

24. Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn /pledged in the name of “**Additional Director Administration, Udaipur**”. Bank Draft/Bankers Cheque/e-Grass Challan, if made shall be payable at “**Udaipur**”. The term of performance security shall be **18 Months**.

25. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 15 days of issuance of letter of acceptance/purchase order. The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.

26. In case selected bidder fails to submit performance security and / or fails to execute contract, bid security shall be forfeited.

27. Items are to be supplied within 7 days from the date of supply order issued from time to time. If there is delay in supply, L.D. charges will be recovered as per GF&AR.

28. Tendered quantity of item is approximate which may vary and can be more or less.

29. Supply shall be completed as per order and the agreement signed by Bidder.

30. Payment shall be made only after supply and satisfactory inspection by the committee nominated for this purpose.

31. No advance payment for the supply of item shall be made in any case.

25

Group-B - Bidding Document for Supply of Compatible Cartridges

32. No amount of interest will be paid, if there is any delay in payment of bill.
33. Direct or indirect canvassing on the part of the bidder or his representative shall be a disqualification.
34. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.
35. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
36. Doubts as to the meaning of any portion of the tender or of the specification, etc. can be get clarified before ~~25~~ 11.2022 from Purchase Officer.

Additional Director  
(Administration)

4/4

## CONDITIONS OF OPEN TENDER AND CONTRACT

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
- 2.(i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.  
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract
3. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
4. Rate shall be written both in words and figures. There should not be errors and/or overwritings, corrections if any, should be made clearly and initialled with dates. The rates should mention element of the GST and other taxes separately.
5. All rates quoted must be FOR destination and should include all incidental charges. The rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery/installation work shall be given at the premises of DMG.
6. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification etc., he shall, before last date of submitting tender, refer the same to the dmgom/Purchase Officer and get clarifications.
7. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
8. **Purchase preference** - if MSME firms participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of the Bid.
9. **Specifications** : (i) All article supplied/Installation work shall strictly conform to the specifications laid down in the tender form and wherever articles have been required according to ISI or other standard specifications, those articles should conform strictly to those specifications and should bear such marks. decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.  
(ii) **Warranty/Guarantee clause** : The tenderer would give guarantee that the goods/ stores/articles/work would continue to conform to the description and quality as specified for warranty period from the date of delivery/installation of the said goods/

stores/articles purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid warranty period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

**10. Inspection :** (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

#### **11. Rejection:**

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.

(ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

**12.** The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.

**13.** The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

**14.** The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

**15.** Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

**16. (i) Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of 7 days from the date of supply order

**(ii) Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

**(iii)** If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

**17. Bid security :** (a) Tender shall be accompanied by Bid security of Rs. 6000/- without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of addl. Director (administration) mines & geology

(i) through **e-gras** deposited under head "8443-Civil Deposits-103-Security Deposits".

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

**(b) Refund of Bid security :** The Bid security of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

**(c) Partial exemption from Bid security :** In case of Small-scale Industries of Rajasthan, it shall be 0.5%, in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid.

2. In lieu of bid security, a bid securing declaration shall be taken from the-

(i) Departments/Boards of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

**18. Forfeiture of bid security :** The bid security will be forfeited in the following cases :

(i) When tenderer withdraws or modified the offer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time. (iii) When the tenderer does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

**19. Agreement and performance security :**

- (i) Successful tenderer will have to execute an agreement and deposit performance security equal to 2.5% of the value of the work/stores for which tenders are accepted within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.
- (ii) No interest will be paid by the department on the performance security deposit.
- (iii) Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn /pledged in the name of "Addl. Director Administration, Udaipur". Bank Draft/Bankers Cheque if made shall be payable at "Udaipur". The term of performance security shall be **18 months**.

- For the micro, small and medium enterprises of Rajasthan shall be @ 0.5% of the tendered amount.
- 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR)

(3) **Forfeiture of performance Security Deposit** : Security amount in full or part may be forfeited in the following cases :-

- (a) When any terms and conditions of the contract is breached.
- (b) When the tenderer fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
- (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

**20. Payments:**

- i. Advance payment will not be made in any condition
- ii. Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with G.F.&A.R all remittance charges will be born by the tenderer.
- iii. Payment shall be made only after satisfactory report by the inspection committee nominated for this purpose.

**21.(i)** The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii) Liquidated damages : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-

- (1) (a) delay up to one fourth period of the prescribed delivery period- 2 ½%  
(b) delay exceeding one fourth but not exceeding half of the prescribed period - 5%  
(c) delay exceeding half but not exceeding three fourth of the prescribed period - 7½%.  
(d) delay exceeding three fourth of the prescribed period - 10%  
(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3) The maximum amount of liquidated damages shall be 10%.

(4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

**22. Recoveries :** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

**23.** Tenderers must make their own arrangements to obtain import licence, if necessary.

**24.** If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.

**25.** The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

**26.** The tenderer shall furnish the following documents at the time of execution of agreement:-

- (i) Attested copy of Partnership Deed in case of Partnership Firms.
- (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
- (iv) Registration issued by Registrar of Companies in case of Company.

**27.** If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole

Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

**28.** All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Udaipur Rajasthan and not elsewhere.

**Signature of tenderer.**

YH

**DECLARATION BY TENDERERS**

I/We declare that I am/we are Bonafide/ Manufacturers / Whole Sellers / Sole Distributor / Authorised Dealer / Dealers / Sole Selling / Marketing Agent 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 security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**Signature of the tenderer**

Yat

## वारन्टी प्रमाण पत्र (On the Letter Head of Bidder)

हम एतद्द्वारा प्रमाणित करते हैं कि हमारे द्वारा आपूर्ति की जाने वाली हर चीज नई होगी, जो कि कारीगरी और निर्माण में सभी दोषों से मुक्त होगी, उच्चतम श्रेणी और गुणवत्ता वाली होगी और जो कि सामग्री के लिए स्थापित मानकों एवं विनिर्देशों के अनुरूप होगी। हम इसके गुणपूर्णता के लिए पूरी तरह से जिम्मेदार होंगे।

हम यह भी शपथपूर्वक घोषणा करते हैं कि सामग्री के दोषपूर्ण निर्माण के कारण सामग्री में आये किसी भी दोष/डिफेक्ट/विसंगति के लिये हम सम्पूर्ण रूप से जिम्मेदार होंगे। सामग्री की आपूर्ति के समय अथवा आपूर्ति की दिनांक से ..... वर्ष की अवधि में ऐसा कोई दोष/डिफेक्ट आता है तो हम इस बात की वारन्टी देते हैं कि हम दोष/डिफेक्ट को रिपेयर / रिप्लेस करके ऑन साइट उपलब्ध करायेगें तथा हमारे द्वारा किसी भी प्रकार का शुल्क राशि क्लेम नहीं किया जाएगा। हम यह भी घोषणा करते हैं कि सामग्री की सप्लाय की दिनांक से सामग्री पर हम ..... वर्ष की ऑन साइट वारन्टी देते हैं।

हस्ताक्षर निविदादाता  
(मय फर्म सील)

५४

### Letter of Bid

(To be executed on company/firm letter head - Self-attested)  
[NOTE: The Bidder must accomplish the letter of Bid on its Letter head clearly showing the Bidder's Complete name and address]

To

Director,  
Department of Mines & Geology,  
Khaniy Bhawan, Shastri Circle,  
Udaipur 313001 (Raj.)

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/ We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, as per bid document.
- (c) I/ We have submitted bid document cost of INR 200 and bid security amount INR 3000. If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid.
- (d) My/Our Bid consisting of the Technical Bid and the Financial bid shall be valid for a period of 3 months from the date of opening of financial bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) My/Our Technical Bid is in conformity with all the Requirement(s) as per Schedule of Supply
- (f) I/We undertake, if our bid is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the Bidding Documents.
- (g) My/Our firm fulfil all the eligibility criteria mentioned in bidding document
- (h) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 2.5% (or as may be decided by government) of the Tender Price or shall submit the Performance Security Declaration for the due performance of the Tender. In case additional quantity is to be supplied than I agree to submit additional performance security.
- (i) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (j) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the tender, if awarded,
- (k) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding tender between us, until a formal Tender is prepared and executed.
- (l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Verified Signature: \_\_\_\_\_

## Technical Bid

- I. Tender For Group-C: Supply of compatible cartridges for Hp/ Ricoh/ Konika Minolta/ Brother/ Canon make printers (As per specifications)**
- II. Name, postal address, email address and contact no. of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology,  
Khanij Bhawan, Shastri Circle, Udaipur, Rajasthan
- IV. Reference: Tender No.....
- V. Whether technical specification of item being tendered match with the technical specification mentioned in the tender document- yes/no.
- VI. Following documents should be enclosed with the technical bid :-
- (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
  - (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
  - (iii) Documents to certify that bidder is a manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer.
  - (iv) Certificate of micro, small, medium enterprise of Rajasthan (if applicable).
  - (v) Certifications:
    - a. ISO 9001/14001 certification.
  - (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
  - (vii) Bidding document including Notice Inviting Tender, scope of work- technical specifications, instruction to bidders, general terms & conditions of the contract, declaration by tenderer, declaration, certificate regarding warranty, agreement, Annexure A, B, C, & D duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
  - (viii) Experience proof to prove that supplier has experience of successfully executing similar type of order in last five financial years to any Central/State Govt./PSUs/any renowned private organisation.
  - (ix) Name and model number of item.
  - (x) Technical leaflets / brochures / literature in Hindi/English version only, if any.
  - (xi) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1 (A & B) .
    - (xii) GST Registration Certificate and GST No.
    - (xiii) Declaration and Undertaking regarding Warranty.
    - (xiv) PAN Card
    - (xv) Any other document required to be submitted.

Signature of Bidder with Seal

Group-B - Bidding Document for Supply of Compatible Cartridges

Annexure I

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

| S. No. | Make & Modal of Printer         | Total Approx. quantity | Make of Offered Compatible cartridge | Cartridge No./ part no. of Offered Compatible cartridge | Agreed/ Deviation, if any |
|--------|---------------------------------|------------------------|--------------------------------------|---------------------------------------------------------|---------------------------|
| 1      | Ricoh SP 200 Printer            | 150                    |                                      |                                                         |                           |
| 2      | HP LaserJet 3050 / 1020 Printer | 30                     |                                      |                                                         |                           |
| 3      | Canon MFb31Cn                   | 10                     |                                      |                                                         |                           |
| 4      | Konika Minolta bizhub164        | 9                      |                                      |                                                         |                           |
| 5      | Brother mfc7860dw               | 9                      |                                      |                                                         |                           |

gth

Signature of Bidder with Seal

## Financial Bid

- I. **Tender for Group C** - Supply of compatible cartridges for Hp/ Ricoh/ Konika Minolta/ Brother/ Canon make printers (As per specifications)
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender no.....
- V. The rate for the supply of following item is as under:

| Item description-<br>Compatible Cartridge for | Approx.<br>Qty | Unit price with all<br>taxes & duties<br>(for 1 unit)<br>in Rs. | Total Amount with<br>all taxes & duties in<br>Rs<br>(2 x 3) |
|-----------------------------------------------|----------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| 1                                             | 2              | 3                                                               | 4                                                           |
| Ricoh SP 200 Printer                          | 150            |                                                                 |                                                             |
| HP LaserJet 3050 / 1020 Printer               | 30             |                                                                 |                                                             |
| Canon MFb31Cn                                 | 10             |                                                                 |                                                             |
| Konika Minolta bizhub164                      | 9              |                                                                 |                                                             |
| Brother mfc7860dw                             | 9              |                                                                 |                                                             |
| TOTAL AMOUNT *                                |                |                                                                 |                                                             |

\* Note: The L1 bidder or most advantageous bidder will be determined on this total amount i.e total of column 4

- VI. I/we have quoted above rates after carefully reading the bidding document.
- VII. The rate quoted above is valid for three months from the date of opening of financial bid.
- VIII. I/We agree to abide by all the conditions mentioned in bidding document.
- IX. Performance Security @ 2.5% of contract amount will be deposited as per condition of tender.

**Signature of bidder**  
With name and seal  
Mobile No.-  
E-mail-

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

Any person participating in a procurement process shall -

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

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

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

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

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

## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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:  
Place:

Signature of bidder  
Name :  
Designation:  
Address:

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

The designation and address of the First Appellate Authority is FINANCIAL ADVISER  
The designation and address of the Second Appellate Authority is DIRECTOR, M&ES, GEDDA

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

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

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

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

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

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

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

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

- (a) An appeal under para (1) or (3) above shall be in the annexed Form 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.

Doc1

(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 authorised representative.

**(6) Fee for filing appeal**

- (a) Fee for 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 banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

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

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

Appeal No ..... of .....  
Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

..... (Supported by an  
affidavit)

7. Prayer:

.....  
Place .....

Date .....

Appellant's Signature

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

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

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

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

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

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

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

**AGREEMENT**  
**(See Rule 68)**

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the \_\_\_\_\_ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column \_\_\_\_\_ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.
- (1) Cash/Bank Draft/Challan no./Banker Cheque No. \_\_\_\_\_ dated \_\_\_\_\_.
- (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
- (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

- (1) In consideration of the payment to be made by the Government through \_\_\_\_\_ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in \_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.
- (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (3) Letters Nos. \_\_\_\_\_ received from tenderer and letters nos. \_\_\_\_\_ issued by the Government and appended to this agreement shall also form part of this agreement.
- (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through \_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (c) The mode of Payment will be as specified below:-

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

| S.No.      | Items Quantity                                                                                                                                                                                      | Delivery period |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 6. (1) (i) | In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :- |                 |
| (a)        | Delay upto one fourth period of the prescribed delivery period.                                                                                                                                     | 2½%             |
| (b)        | Delay exceeding one fourth but not exceeding half of the prescribed delivery period.                                                                                                                | 5%              |
| (c)        | Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period                                                                                                         | 7½%             |
| (d)        | Delay exceeding three fourth of the prescribed delivery period.                                                                                                                                     | 10%             |

Note : (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of .....2022

Signature of the approved supplier.

Date:

Witness No. 1

Witness No.2

Signature for and on behalf of Governor  
Designation

Date: