

राजस्थान सरकार

Government of Rajasthan

निदेशालय, खान एवं भू विज्ञान विभाग

Directorate of Mines & Geology

खनिज भवन, उदयपुर - 313 001/Khanij Bhawan, Udaipur-313 001

दूरभाष - Phones : (0294) - 2415091-95 Exten. फ़ैक्स/Fax : (0294)-2410526

email - po.mg@rajasthan.gov.in

क्रमांक:- निदे/प-5(26)2022-23 / 1309

उदयपुर, दिनांक:- 29/07/2022

खुली निविदा सूचना संख्या 4 / 2022-23

I) निदेशालय, खान एवं भू-विज्ञान विभाग, खनिज भवन उदयपुर में निम्न सेवा प्रदायगी हेतु सीलबंद निविदाएँ आमन्त्रित की जाती हैं।

क्रं सं०	विवरण	कार्य की वार्षिक अनुमानित लागत (लाख ₹० में)	निविदा प्रपत्र शुल्क (₹० में)	बिड सिक्यूरिटी (₹० में)
1	निदेशालय परिसर में सफाई कार्य	5.50	200/-	11,000/-

1. निविदा की शर्तें एवं कार्य का पूर्ण विवरण विभागीय वेबसाइट <https://www.mines.rajasthan.gov.in> एवं <https://sppp.rajasthan.gov.in> पर देखे एवं डाउनलोड किये जा सकते हैं।
2. निविदा इस कार्यालय से दिनांक 05.08.2022 तक प्राप्त की जा सकती है।
3. निविदा जमा कराने की अंतिम तिथि दिनांक 08.08.2022 दोपहर 01:00 बजे तक है।
4. प्राप्त निविदाएँ दिनांक 08.08.2022 को दोपहर 3.00 बजे खोली जायेगी।

II) 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.)
1.	A	Laptop	2	1,30,000/-	4000/-	200/-
2.	B	Printer	2	70,000/-		

1. Detailed information /tender document may be seen/downloaded from the website <https://sppp.rajasthan.gov.in>, <https://mines.rajasthan.gov.in>
2. Bidder can submit tender for both group A & B or any one group.
3. Tenders can be purchased from this office upto 05.08.2022.
4. Last date for submission of tender is 08-08-2022 time 1.00 PM.
5. Technical bid of the tender will be opened on date 08-08-2022 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.

(महेश माथुर)

अतिरिक्त निदेशक (खान-मु०)

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Udaipur-313 001

Phones : (0294) – 2415091-95 Exten. Fax : (0294)-2410526, e-mail – po.mg@rajasthan.gov.in

NOTICE INVITING TENDER (NIT)

NIT Ref. No	04/2022-23	
Name & Address of the Procuring Entity	Directorate, Department of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan	
Subject Matter of Procurement	Supply of Laptop and Multifunctional Printer with scanner for Directorate Directorate, Department of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan (As per specifications)	
Bid Procedure	Single-Stage: Two Part (Envelop) Open Competitive Bid Procedure	
Bid Evaluation Criteria (Selection Method)	Lowest Priced Bid Method (ITEM WISE)	
Websites for downloading Bidding document, Corrigendum's, Addendums etc.	https://sppp.rajasthan.gov.in , https://mines.rajasthan.gov.in	
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)	4000/- (Rs. Four Thousand Only), in the form of Demand Draft in favour of "Additional Director Administration" payable at Udaipur".
Estimated Procurement Value	Rs 2,00,000/- (including all taxes)	
Estimated Completion Deadline of Supply	30 days from issuance of award letter	
Period of Sale of Bidding Document (Start/ End Date)	Start Date: 30.07.2022 End Date: 06.08.2022, 3:00 PM	
Manner, Start/ End Date for the submission of Bids	Open Competitive Bidding Start Date: 30.07.2022 End Date: 08.08.2022, 01:00 PM	
Submission of Bid Fee, Bid Security amount	08.08.2022, 01:00 PM With Technical Bid in Sealed Envelop	
Date/ Time/ Place of Technical Bid Opening	Date: 08.08.2022, Time: 03:00 PM 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	

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 can participate in both Group A and Group B or any one of the Groups. However, the tender fee is Rs. 200/- and bid security is Rs. 4000/- irrespective of whether the bidder is participating in both the groups or in any one of the groups. If the bidder is participating in both Group A and Group B it is advised that the original Demand Drafts (Two separate Demand draft for Tender Fee and Bid Security) be enclosed with the Technical Bid of Group A and the Photocopies of the same be enclosed with the technical bid of Group B.
3. Bidder should not mention anything in the technical bid about his financial bid otherwise his tender will not be considered.
4. The tender should be handed over at this office in Room no. 236 upto time 1.00 PM of date 08.08.2022 or be sent by post/courier (The post/courier must reach at this office in Room no. 236 upto time 3.00 PM of date 08.08.2022). 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.
5. 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 next working day at 3:00 PM
6. No conditional or partial or incomplete bid will be accepted.
7. Price of bid document once submitted shall not be refunded.
8. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.



(Mahesh Mathur)
Additional Director Mines – HQ

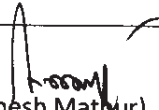
Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Udaipur-313 001

Phones : (0294) – 2415091-95 Exten. Fax : (0294)-2410526, e-mail – po.mg@rajasthan.gov.in

Group-A

Scope of Work: Supply of 02 Laptop with following specifications-

Parameters	Minimum Required Specification
Operating System	Windows 11 Home
Processor	Intel® Core™ i5 11 th Generation (up to 4.2 GHz with Intel® Turbo Boost Technology) Minimum 8 MB L3 cache and 4 cores/8 Thread.
Chipset	Intel® Integrated SoC
Memory	16 GB DDR4-3200 MHz RAM (2 x 8 GB)
Hard Drive and Storage	512 SSD
Display	14 inch diagonal or higher, FHD (1920 x 1080) with IPS display
Graphics	Intel® Iris® X ^e Graphics
Webcam	Wide Vision 720p HD camera
Keyboard	Full-size, backlit with numeric keypad
Battery backup	Minimum 5 Hours
Software Included	Microsoft Office
Warranty	1 year (minimum) or as offered by OEM, whichever is higher.
Antivirus	Preloaded (Latest Version) Internet Security of Quick heal/Casper Sky with 3 years subscription
Certification	ROHS Compliance, BEE/Energy Star certified for the given Model, EPEAT Registered.


(Mahesh Mathur)
Additional Director Mines – HQ

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Group-B


Scope of Work: Supply of 02 Multifunctional Printer with Scanner with following specifications-

Parameter	Min. Required Specifications
Functions	Print, Scan and Copy
Print technology	A4 Monochrome Laser with Duplex Feature
Print Speed	25 PPM or Higher
Copy Speed	20 PPM or Higher
Scan Speed	Minimum 8 PPM
Print Resolution	600 X 600 dpi or Higher
Scan Resolution	600 X 600 (colour) or Higher
Duty Cycle	12,000 pages or higher
Yield of Cartridge	Minimum 1200
Cartridge Type	Composite
Processor Speed	400 MHz or higher
Scanner Type	Flatbed, ADF
Print Languages, standards	Standard Print Languages, PCL
Connectivity	USB, Ethernet
Memory	256 MB or higher
Paper Tray	250 Sheets or more, universal Tray
Number of print cartridges	1 Black with Printer
Accessories	All necessary connecting chords and cables
Support	Driver CD would be provided for support & maintenance.
BIS registration	Yes
Compatibility	Windows 7/8/10/11 (32/64 bit) and higher
Energy star certification	Yes
Warranty	1 year (Minimum) or as offered by OEM whichever is higher


(Mahesh Mathur)
Additional Director Mines – HQ

INSTRUCTION TO THE BIDDERS

1. Before filling up the tender, bidders are requested to read bidding document carefully which comprises of tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty, undertaking to be submitted by principal manufacturer, Annexure A, B, C, & D and technical 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.
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.
 - Mandatory certifications for supplied Items (as a proof copy to be attached):
 - (a) BIS Registration
 - (b) Energy Star Certification
5. The quoted Brand/Company of the items must have a service centre in Udaipur Rajasthan.
6. Warranty Certificate as defined in specification.
7. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid in sealed envelopes marked GROUP A Laptop and GROUP B for 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.
8. The bids will be evaluated item wise. The Lowest priced bidder (L1) shall be determined on the basis of rates quoted for item.
9. Bidding document consists of following sections as indicated below :-
 - NIB
 - Instructions to bidders and bid data sheet
 - Evaluation and qualifications criteria
 - Schedule of supply for bidders
 - Conditions of contract and special conditions of contract
 - Bidding forms
 - Clarifications to bid document/addenda to bid documents if any
10. The complete bidding document is made available for download from the website of <https://sppp.rajasthan.gov.in> & <https://mines.rajasthan.gov.in> The prospective bidders who have downloaded the bidding document from the website will have to pay 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.rajasthan.gov.in> & departmental website <https://mines.rajasthan.gov.in>
12. Any addendum /corrigendum issued shall be published on State Public Procurement Portal <https://sppp.rajasthan.gov.in> & departmental website <https://mines.rajasthan.gov.in> and shall be the part of bidding document. Prospective bidders are advised to visit the sites regularly to download the addendum /corrigendum
13. Bid security amount will be INR 4000/- for normal bidders, 1000/- for SSI/MSME unit of Rajasthan and INR 2000/- 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. Rates quoted by the bidder in financial bid shall be valid for 3 months from the date of opening of financial bid.
16. Bidder shall give a breakdown of the price in the manner and detail called for in the price schedules included in bidding forms.
17. 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 in schedule of supply.
18. 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.
19. 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. BIS Registration
 - b. Energy Star Certification
 - (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
 - (vii) Bidding document including tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (viii) Name and model number of item.
 - (ix) Technical leaflets / brochures / literature in Hindi/English version only, if any.
 - (x) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1 (A & B) .
 - (xi) GST Registration Certificate and GST No.
 - (xii) Declaration and Undertaking regarding Warranty.
 - (xiii) PAN Card
 - (xiv) Document to certify that the quoted Item Company/Brand have an authorized



service station at Udaipur or after sales service centers in Udaipur Rajasthan.

(xv) Any other document required to be submitted.

20. 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 7 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.

21. 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.
22. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 7 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.
23. In case selected bidder fails to submit performance security and / or fails to execute contract, bid security shall be forfeited.
24. Items are to be supplied within 30 days from the date of purchase order. If there is delay in supply, L.D. charges will be recovered as per GF&AR.
25. Tendered quantity of item is approximate which may vary and can be more or less.
26. Supply shall be completed as per order and the agreement signed by Bidder.
27. Payment shall be made only after supply and satisfactory inspection by the committee nominated for this purpose.
28. No advance payment for the supply of item shall be made in any case.
29. No amount of interest will be paid, if there is any delay in payment of bill.
30. Direct or indirect canvassing on the part of the bidder or his representative shall be a disqualification.
31. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.
32. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
33. Doubts as to the meaning of any portion of the tender or of the specification, etc. can be get clarified before 05.08.2022 from ADM (HQ).



(Mahesh Mathur)

Additional Director Mines – HQ

Declaration

I/We do hereby declare that the entries made in the tender are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood all Terms and Conditions as contained in this tender document and agree to abide by the same in all respect.

I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the Buyer (DMG Udaipur) may be in its absolute discretion reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to that assignment

Signature of Bidder

Place:

Name:

Date:

Designation



CERTIFICATE REGARDING WARRANTY

We hereby certify that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material workmanship and manufacture, shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered. shall be in full conformity with the specifications and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any defect or damage / inconsistency due to poor manufacturing / repair & overhaul of the equipment or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within three years from the date of successful installation, we undertake the guarantee to repair / replace / supply free of cost the defective items up to the final destination (on-site) and all the inland expenses including those borne by the indenter, will be at our cost. We will also supply you accessories / spare parts, etc. free of cost during the warranty period, if at all damaged under normal use. We shall carry out maintenance of the machine/equipment as per prescribed maintenance schedule during the warranty period at our cost. This comprehensive warranty shall survive inspection and payment for and acceptance of the goods and shall expire after (Except in respect of complaints of which the bidder has been notified prior to such date) 3 years after their successful installation by the bidder.

We further certify that we have adequate and authorised service facility in Rajasthan and India for the products offered (Machinery and accessories/ spares thereof) and we undertake to provide all technical support required for operation and maintenance of said machine free of cost during warranty period and at extra cost after warranty period.

We further certify that all products / spares are repairable in India but due to any unfortunate circumstances any major servicing is required to be done and not possible to repair / replace within two days, then we shall provide necessary stand-by equipment/spare.

Seal of Manufacturer/ Supplier

Signature

Dated _____

Name & Address of Manufacturer / Supplier



Technical Bid

I. Tender For: Supply of 02-Laptop (Group-A)

II. Name, postal address, email address and contact 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. 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. BIS Registration
 - b. Energy Star Certification
- (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
- (vii) Bidding document including tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
- (viii) Name and model number of item.
- (ix) Technical leaflets / brochures / literature in Hindi/English version only, if any.
- (x) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1.
- (xi) GST Registration Certificate and GST No.
- (xii) Declaration and Undertaking regarding Warranty.
- (xiii) PAN Card
- (xiv) Document to certify that the quoted Item Company/Brand have an authorized service station at Udaipur or after sales service centers in Udaipur Rajasthan.
- (xv) Any other document required to be submitted.

Signature of Bidder with Seal



Comparison Statement for laptop

Parameters	Minimum Required Specification	Offered by bidder
Operating System	Windows 11 Home	
Processor	Intel® Core™ i5 11 th Generation (up to 4.2 GHz with Intel® Turbo Boost Technology) Minimum 8 MB L3 cache and 4 cores/8 Thread.	
Chipset	Intel® Integrated SoC	
Memory	16 GB DDR4-3200 MHz RAM (2 x 8 GB)	
Hard Drive and Storage	512 SSD	
Display	14 inch diagonal or higher, FHD (1920 x 1080) with IPS display	
Graphics	Intel® Iris® X ^e Graphics	
Webcam	Wide Vision 720p HD camera	
Keyboard	Full-size, backlit with numeric keypad	
Battery backup	Minimum 5 Hours	
Software Included	Microsoft Office	
Warranty	1 year (minimum) or as offered by OEM, whichever is higher.	
Antivirus	Preloaded (Latest Version) Internet Security of Quick heal/Casper Sky with 3 years subscription	
Certification	BIS ROHS Compliance, BEE/Energy Star certified for the given Model, EPEAT Registered.	
Any Other	----	

Signature of Bidder with Seal



Financial Bid - Group A Supply of Laptop

- I. **Tender for Group A - Supply of Laptop (As per specification)**
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	Unit price (for 1 unit) in Rs.	GST and other taxes per unit (for 1 unit) in Rs.	Rate per unit (for 1 unit) inclusive of taxes in Rs. (=2+3)	Amount in words (for 1 unit)
1	2	3	4	5
Supply of 2 Nos. of Laptop (As per Specification)				

- 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-



Technical Bid

- I. Tender For: Supply of 02-Multifunctional Printer with Scanner (Group-B).**
- II. Name, postal address, email address and contact 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. 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. BIS Registration
 - b. Energy Star Certification
 - (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
 - (vii) Bidding document including tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (viii) Name and model number of item.
 - (ix) Technical leaflets / brochures / literature in Hindi/English version only, if any.
 - (x) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1.
 - (xi) GST Registration Certificate and GST No.
 - (xii) Declaration and Undertaking regarding Warranty.
 - (xiii) PAN Card
 - (xiv) Document to certify that the quoted Item Company/Brand have an authorized service station at Udaipur or after sales service centers in Udaipur Rajasthan from where onsite warranty shall be covered.
 - (xv) Any other document required to be submitted.

Signature of Bidder with Seal



Comparison Statement for printer

Parameter	Min. Required Specifications	Offered by bidder
Functions	Print, Scan and Copy	
Print technology	A4 Monochrome Laser with Duplex Feature	
Print Speed	25 PPM or Higher	
Copy Speed	20 PPM or Higher	
Scan Speed	Minimum 8 PPM	
Print Resolution	600 X 600 dpi or Higher	
Scan Resolution	600 X 600 (color) or Higher	
Duty Cycle	12,000 pages or higher	
Yield of Cartridge	Minimum 1200	
Cartridge Type	Composite	
Processor Speed	400 MHz or higher	
Scanner Type	Flatbed, ADF	
Print Languages, standards	Standard Print Languages, PCL	
Connectivity	USB, Ethernet	
Memory	256 MB or higher	
Paper Tray	250 Sheets or more, universal Tray	
Number of print cartridges	1 Black with Printer	
Accessories	All necessary connecting chords and cables	
Support	Driver CD would be provided for support & maintenance.	
BIS registration	Yes	
Compatibility	Windows 7/8/10/11 (32/64 bit) and higher	
Energy star certification	Yes	
Warranty	1 year (minimum) or as offered by OEM, whichever is higher.	
Any Other	---	

Signature of Bidder with Seal



Financial Bid Group B Supply of Multifunctional Printer with Scanner

I. Tender for Group B - Supply of Multifunctional Printer with Scanner (As per specification)

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	Unit price (for 1 unit) in Rs.	GST and other taxes per unit (for 1 unit) in Rs.	Rate per unit (for 1 unit) inclusive of taxes in Rs. (=2+3)	Amount in words (for 1 unit)
1	2	3	4	5
Supply of 2 Nos. of Multifunctional Printer with Scanner (As per Specification)				

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-



CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68)

Note: Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tenders by bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. (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.
4. **GST Registration and GST Certificate :** Tenderer must mention GST Registration No. and enclose GST Certificate
5. 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.
6. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections if any, should be made clearly and initialled with dates. The rates should be quoted inclusive of all taxes.
7. All rates quoted must be FOR destination at the Central Store, Directorate of Mines and Geology, Khaniz Bhawan, Shastri Circle, Udaipur 313001, Rajasthan.
8. **(Comparison of Rates :** The rates tendered by firms outside Rajasthan and those in Rajasthan shall be compared as per prevailing Rules
9. **Price Preference:** Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules,1995.)
10. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.
11. 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, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.



13. Specifications :

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The 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.

(iii) **Warranty/Guarantee clause :** The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of days/months, 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.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

15. 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 and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

(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. In case of those dealers who have newly

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entered in business, a letter of introduction from their bankers will be necessary.

16. **Samples** : Tenders for articles marked within the schedule shall be accompanied by samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.

17. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

22. **Testing charges** : Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

23. **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.

24. 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.

25. 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.

26. 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.

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

28. (i) **Delivery period:** The tenderer whose tender is accepted shall arrange supplies within a period of 30 days from the date of supply order by Department as under:-

S.No.	Items	Quantity	Delivery period
(As per Purchase Order issued)			

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender 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 contract. 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.

29. Earnest Money (Bid Security) :

(a) Tender shall be accompanied by Bid Security.

(b) **Partial exemption from earnest money :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT

(c) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(d) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

30. Forfeiture of earnest money (Bid Security) : The earnest money 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.

31. (1) **Agreement and security deposit (Performance Security)** : (i) Successful tenderer will have to execute an agreement within a period of 7 days of receipt of order and deposit security equal to 2.5% (or as may be decided by Government) of the value of the stores for which tenders are accepted within 7 days from the date of dispatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money (Bid Security) deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money (**Performance Security**).

(iv) The forms of security money (**Performance Security**) shall be as below :-

- (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
- (b) Post office Savings Bank Pass Book duly pledged.
- (c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit (**Performance Security**) at the rate of 1% of the estimated value of tender.

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount (**Performance Security**).

(3) **Forfeiture of Security Deposit (Performance Security)** : 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.

32. (i) All goods must be sent freight paid through Railways or goods transport.

(ii) R.R. should be sent under registered cover through Bank only .

(iii) Remittance charges on payment made shall be borne by the tenderer.

33. **Insurance** : (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.

(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

34. **Payments**: (i) Advance payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/reputed goods transport companies, etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.

(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 bore by the tenderer.

(iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.

(iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

35. (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%.

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(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.

36. **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.

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

38. 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.

39. 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. The Department reserves the right to cancel the whole tender process or change, correct and modify the terms and conditions for the supply of the tendered item.

40. 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.

41. 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.

42. 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.

43. As per circular 3/2013, dated 4/2/2013 of Finance Department of GOR required annexure A, B, C & D are enclosed for needful. Conditions / declaration of Annexure A, B, D shall form part of the agreement. All relevant provisions of GF&AR, RTPF Act 2012 and RTTP Rules 2013 made there under will ipso-facto deemed part of this tender document.

44. Dividing quantities among more than one bidder at the time of award.- 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

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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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

45. The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price.

Signature of tenderer.



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) PostOfficeSavingsBankPass Book duly hypothecated to the Departmental authority.
- (3) National Savings Certificates/Defence Savings Certificates, KisanVikasPatras, 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.

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(b) 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 hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence 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 hinderences 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 of202.....

Signature of the approved supplier.

Signature for and on behalf of Governor
Designation

Date:

Date:

Witness No. 1
Witness No.2

1. Witness
2. Witness

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.

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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:

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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, MINES & GEOLOGY

(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.

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(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.

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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

AS

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.

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