

Government of Rajasthan
Directorate of Mines & Geology
KhanijBhawan, Shastri Circle, Udaipur-313 001
Phones : (0294) – 2415091-95 Fax : (0294)-2410526
email - po.mg@rajasthan.gov.in

No. DMG/F-5(27)2021-22/ 984


Udaipur, Date : 03/02/2022

e-TENDER NOTICE NO. 13/2021-22

e-Tenders are invited for the supply of items as mentioned below. Tenders are to be submitted "Online on website www.eproc.rajasthan.gov.in" in two parts i.e. Technical Bid and Financial Bid.

Description	Approx. Qty	Total Estimated Cost (in lacs)	Bid Securing Declaration	Tender Fee (Rs.)	Processing Fee (Rs.)
Supply of Multifunction Printer (As per Specifications)	150	30.00	To be submitted in enclosed format	1000/-	500/-

1. Detailed information / tender document may be seen / downloaded from the website www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in
2. Tender is to be submitted online on website **www.eproc.rajasthan.gov.in**
3. Last date and time for submission of online tender 14-02-2022 time 1.00 PM.
4. Technical bid of the tender will be opened online on date 14-02-2022 at 03.00 PM and financial bid after the evaluation of technical bid, exact date will be intimated online.


Additional Director (Mines-HQ)

Technical Specifications of Multi-function Printer (MFP)

Parameter	Specifications
Function	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
Processor speed	400 MHz or Higher
Scanner Type	Flatbed, ADF
Print Languages, Standards	Standard Print Languages, PCL
Connectivity	USB, Ethernet
Memory	128 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 (32/64 bit) or higher
Energy Star Certification	Yes



(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 e-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. **Bidder who has following Qualification criteria is eligible for bidding :**
 - (a) A manufacturer or an authorized distributor / dealer / agent of the manufacturer / service provider, who has been in the business of designing, manufacturing, supplying and commissioning of item. As a proof, company profile/authorisation from manufacturer should be attached.
 - (b) Bidder should be authorised by the Original Equipment Manufacturer (OEM) for participation in this bid. **As a proof, bid specific authorisation certificate is to be attached.**
 - (c) Mandatory certifications (as a proof copy to be attached):
 - (a) BIS Registration
 - (b) Energy Star Certification
 - (d) Bidder should have own authorised service station, authorisation certificate from manufacturer to be enclosed or should attach list of after sales service centres in Rajasthan from where the onsite warranty shall be covered at any location in Rajasthan, as a proof certificate of warranty from OEM to this effect should be attached.
 - (d) Annual Turnover of minimum Rs. 50 Lakhs in any of the last 3 financial years. Certified copy of Financial Statements and IT Return of that year are to be enclosed.
4. Bids are to be submitted "Online on website www.eproc.rajasthan.gov.in" in two parts i.e. Technical Bid and Financial Bid. 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.
5. Bidder has to submit Tender Fee and Processing Fee and Bid Securing Declaration (To be submitted in enclosed format in lieu of Bid Security amount of Rs. 60,000/-). Two separate Bank Drafts / Bankers Cheques for Tender Fee and Processing Fee are to be submitted. Only scanned copy of Drafts / Cheques and Bid Securing Declaration are to be submitted online and original Drafts / Cheques and Bid Securing Declaration are to be submitted in room no. 236 of Directorate of Mines & Geology, Udaipur up to time 1.00 PM, of date 14.02.2022.

Note:- (a) Bank Drafts / Bankers Cheques, for tender fee should be made in favour of **"Additional Director Administration" payable at Udaipur.** Bank Draft / Bankers Cheque for processing fee should be made in favour of **"Managing Director, RISL" payable at Jaipur.** Bank Drafts / Bankers Cheques should not be older than 15 days from the date of submission of tender. Bidder may also deposit processing fees (RISL) through e-GRAS challan (Budget Head- 8658-00-102-16-[01]) reference: FD (G&T). GOR, Circular 2018 dated 27.04.2020

- (b) The Central Government concerns and Government of Rajasthan undertakings need not to furnish Bid Securing Declaration.
 - (c) In case of micro, small and medium enterprises of Rajasthan tender fee shall be 50% of the prescribed cost.
 - (d) Tender fee and processing fee are non-refundable.
6. If there is holiday on the opening day for tenders, which is also last day for receiving Bank Drafts / Bankers Cheques, then the tenders will be opened on the next working day and Bank Drafts / Cheques shall be received up to 1 PM on that day.
 7. Rates quoted by the bidder in financial bid shall be valid for 3 months from the date of opening of financial bid.
 8. Bidder shall quote rates online only, inclusive of 'GST'.
 9. Items are to be delivered as per purchase order at Central Store of Directorate, Department of Mines & Geology, Khaniz Bhawan, Shastri Circle, **Udaipur**; bidder should quote rate F.O.R. destination.
 10. If the items are manufactured out of India and imported by the bidder, import duty and any other charges payable shall be borne by the bidder and bidder should quote the rates for supply of item F.O.R. destination in Indian Rupees only.
 11. Price and /or purchase preference notified by the State Government of Rajasthan shall be applicable.
 12. Following documents should be enclosed with the technical bid (**to be uploaded online**):-
 - (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 authorization letter to certify that bidder is an authorized distributor / dealer / agent of the manufacturer. Or is a micro, small, medium enterprise of Rajasthan.
 - (iv) Certifications:
 - a. BIS Registration
 - b. Energy Star Certification
 - (v) Scanned copies of Bank Draft / Bankers Cheque for tender fee, processing fee and bid securing declaration
 - (vi) Bidding document including e-tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty, undertaking to be submitted by principal manufacturer and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (vii) Name and model number of item.
 - (viii) Technical leaflets / brochures / literature in Hindi/English version only, if any.
 - (ix) Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.
 - (x) GST Registration Certificate and GST No.
 - (xi) Declaration, Undertaking regarding Warranty (Clause No.8 of General terms & conditions of contract) and Undertaking to be submitted by principal manufacturer (OEM) in enclosed format.
 - (xii) PAN Card and Financial Statement & IT return self-certified or certified by chartered accountant for any of last 3 years showing annual turnover of minimum Rs. 50 lakhs.
 - (xiii) Last three years details of where the said material has been supplied by the bidder. Name, address, telephone number, e-mail etc., of the organizations along with details of the tender should be attached.

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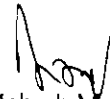
- (xiv) Authorisation certificate from manufacturer (OEM) mentioning that Bidder has own authorised service station or list of after sales service centres in Rajasthan from where the onsite warranty shall be covered at any location in Rajasthan, as a proof certificate of warranty from OEM to this effect should be attached.
- (xv) Any other document required to be submitted.
13. Bidder should mention name and model number of item.
14. Incomplete and / or conditional tenders shall not be considered.
15. Selected bidder will be issued letter of acceptance/purchase order, who will be required to deposit Performance Security @ 5% of tendered amount within a period of 7 days from receipt of order.
- Performance security for the micro, small and medium enterprises of Rajasthan shall be @ 1% of the tendered amount. 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 1½ years.
16. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 1000 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.
17. In case selected bidder fails to submit performance security and / or fails to execute contract, Bid Securing Declaration will be executed.
18. Items are to be supplied before 25-03-2022 from the date of purchase order. If there is delay in supply, L.D. charges will be recovered as per GF&AR.
19. Tendered quantity of item is approximate which may vary and can be more or less.
20. Supply shall be completed as per order and the agreement signed by Bidder.
21. Quantities may be divided among more than one Bidder at the time of award in accordance with rule 74 of RTPP Rules, 2013.
22. Payment shall be made only after supply and satisfactory inspection by the committee nominated for this purpose.
23. No advance payment for the supply of item shall be made in any case.
24. No amount of interest will be paid, if there is any delay in payment of bill.
25. Direct or indirect canvassing on the part of the bidder or his representative shall be a disqualification.
26. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.
27. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
28. All Corrigendum/Addendum shall be published on website www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in
29. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
30. Doubts as to the meaning of any portion of the tender or of the specification, etc. can be got clarified before 10.02.2022 from ADM (HQ).


(Mahesh Mathur)

Additional Director Mines – HQ

Instruction to Bidders for online tendering (e-tendering)

1. The bidders who are interested in bidding can download bid documents form <http://eproc.rajasthan.gov.in>
2. The bidders participating in the said bidding process will have to get registered on <http://eproc.rajasthan.gov.in>
3. To participate in online bids, bidders will have to get Digital Signature Certificate as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS safe crypt, N code, etc. or they may contact e-procurement cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. For any query bidders may contact:-
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days)
E-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-scheme, Jaipur.
4. Bidder shall submit their offer on-line in electronic formats both for technical and financial proposal, however Bank Draft Bankers Cheque towards Bid Fees and Processing fees and Bid Securing Declaration should be submitted manually in the office of bidding authority up to 1.00 PM of date of opening of technical bids and scanned copy of Bank Draft Bankers Cheque and Bid Securing Declaration should also be uploaded along with the online bid.
5. Before uploading the electronic bid forms, the bidder should ensure that the scanned copies of all the necessary documents related to the bid forms are attached with the bid forms.
6. Before electronically submitting the bids, It should be ensured that all bid papers including conditions of contract are signed by the bidder.
7. Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
8. Bidders are also advised to refer "Bidders Manual Kit" available on the home page of eproc website for further details about the e-tendering process.
9. If any bidder gets delayed for any reason due to online submission of bids, then the department will not be responsible for that. It is also clarified here that offline bidding or other documents, except demand draft banker's cheque, will not be accepted under any circumstances.
10. The department will not be responsible for any obstruction in the bidding process as a result of non-compliance with the relevant instructions while filling the online bid.



(Mahesh Mathur)

Addl. Director Mines (HQ)

GENERAL TERMS & CONDITIONS OF CONTRACT

Clause No.

Terms & Conditions

1. Tender notice, technical specifications, instruction to bidders etc. supplied with bidding document, shall be part of terms and conditions of the contract.
2. Bidder shall be deemed to have carefully examined the technical specifications of the items to be supplied. If bidder has any doubts as to the meaning of any portion of the procedure or of the specification etc., he shall get it clarified from ADM (HQ) on or before 10.02.2022.
3. **Validity:**
Quoted rates shall be in Indian Rupees and remain valid for 3 months from the date of opening of financial bid. If the bidder makes any modifications in his bid or conditions or withdraws his bid within that period, his Bid Securing Declaration shall be executed.
4. **Bid Securing Declaration:**
 - a) Every bidder has to furnish Bid Securing Declaration on Rs 50 Non Judicial Stamp (To be submitted in enclosed format in lieu of Bid Security amount of Rs 60,000/-) as per ANNEXURE-1.
 - b) Bid Securing Declaration shall necessarily accompany the Technical Bid.
 - c) The Bid Securing Declaration taken from a bidder as per the conditions mentioned in ANNEXURE-1 shall be executed, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

Notice will be given to the bidder with reasonable time before executing the Bid Securing Declaration.



5.

Agreement and Performance Security

- (i) Successful bidder shall have to execute an agreement within a period of 7 days of receipt of letter of acceptance/purchase order after depositing performance security equal to 5% of the tendered amount.

Performance security shall be furnished in any one of the following forms: -

- a. Deposit through e-GRAS;
- b. Bank Draft or Banker's Cheque of a scheduled bank;
- c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of Additional Director Administration, Udaipur with the approval of Head Post Master;
- d. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank.
- e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Additional Director Administration, Udaipur on account of bidder and discharged by the bidder in advance. The Department shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the Department without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- (ii) No interest will be paid by the Department on the performance security.


- (iii) Performance security shall be solicited from all successful bidders except-

- (a) Departments/Boards of the State Government or Central Government;
- (b) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (c) 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
- (d) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
- (e) Performance security for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% of the tendered amount and 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).

- (v) 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.

- (vi) The performance security shall be returned after satisfying that there are no dues outstanding against the bidder and no complaints covered under services is pending.



6. **Forfeiture of Performance Security Deposit:**
Performance security amount in full or part may be forfeited in the following cases:-
(a) When any terms and conditions of the contract are breached.
(b) When the bidder fails to make supply satisfactorily.
(c) When the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
Notice of reasonable time shall be given in case of forfeiture of performance security. The decision of the ADM (HQ) in this regard shall be final.
7. **Assign or Sub-let:**
The bidder shall not assign or sub-let his supply order or any part thereof to any other agency.
8. **Warranty:**
(i) Comprehensive one year onsite warranty. (Onsite places for warranty/repair/replacement/maintenance means any location situated in Rajasthan State)
(ii) The time of repair/replacement during warranty period should be two days onsite from the date of complaint.
Note:- No additional charges will be paid by the department for the warranty /comprehensive warranty mentioned above.
9. **Inspection:**
Items supplied by the bidder shall be inspected by the Departmental committee for the genuineness and for its supply as per specification.
10. **Rejection:**
Items not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the ADM (HQ).
11. **Training / Demonstration:**
Bidder at his own expense shall have to give demonstration/training, if required at Udaipur after supply of item. Afterwards, service shall be given on "as & when required basis" on the cost of the bidder at any location in Rajasthan where ordered item will be deployed.
12. **Insurance:**
(i) It shall be the responsibility of the bidder for the safe supply of item up to Central Store of Directorate, Department of Mines & Geology, Khaniz Bhawan, Shastri Circle, **Udaipur**. For any loss / accident during the supply of items, all the responsibility shall be of bidder for any type of damage.
(ii) The items shall be delivered at the destination store in perfect condition. The bidder, if desire, may insure 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 shall be borne by the bidder and Department shall not be liable to pay such charges, if incurred.
13. **Payments:**
Payments will be made after inspection and verification report of the Committee formed by Additional Director (Geology-HQ) for satisfactory supply of the services and on submission of bill in proper form by the supplier to the ADM (HQ) in accordance with G.F.&A.R. All remittance charges shall be borne by the supplier.
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Various taxes (TDS/TCS etc.) will be deducted as per rules. Advance Payment will not be made in any case.

14. **Targets for timely supply of Printer:**

(i) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange to supply equipment before 25-03-2022 on receipt of the supply order from the ADM (HQ).

In case item is supplied after the prescribe time, Liquidated Damage (L.D.) charges will be deducted from the bill as per rules :-

However on request of bidder (made before the last date for supply of services) the period may be extended by ADM (HQ) with or without liquidated damage depending on genuineness of the grounds.

However, the Sanctioned Budget will lapse on 31.03.2022, therefore the bidder should complete the supply and present bill on or before 25th March 2022. However, in case payment is not made up to 31.03.2022, in any circumstances, it will be made after availability of budget from the Government.

15. **Recoveries:**


Recoveries of liquidated damages, short supply, poor services, breakage and rejected items / parts 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, amount along with liquidated damages shall be recovered from his dues and performance 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. If the repair/maintenance/replacement of instrument or its part or of software or resolving the problem in working of the material is not rectified within 2 working days of lodging of complaint, penalty @ Rs. 100/- per day after 2 days will be charged.

16. If a bidder imposes conditions which are in addition to or in conflict with the conditions in the tender document, they shall not be considered unless specifically mentioned in the letter of acceptance of tender issued by the ADM (HQ).

17. The contract for the supply of item can be repudiated at any time by the ADM (HQ), 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.

18. **Extent of quantity – Repeat orders:** If the orders are placed in excess of the quantities shown in the 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. If the tenderer fails to do so, the ADM (HQ) 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.

If the ADM (HQ) does not place supply order for any of the tendered articles or place supply order for less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

19.  The Director, Mines & Geology Department, Rajasthan, Udaipur reserves the right to change, correct and modify the terms and conditions for the supply of the tendered item.

20.

Cancellation of procurement process

- a) If procurement process has been cancelled, it shall not be reopened but it shall not prevent the Department from initiating a new procurement process for the same subject matter of procurement, if required.
- b) The Department may cancel the process of procurement initiated by it –
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted.
- c) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the Department may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the Department may:-
 - i. Cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the department and the convicted bidder.

21.

Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If the Department finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a Department in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Department for a period not exceeding three years.
- e) The bidder shall be given a reasonable opportunity of being heard.

22.

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.

23.

All legal proceedings for any dispute between Department and supplier shall have to be lodged in courts situated in Udaipur, Rajasthan and not elsewhere.

24. 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. Annexure A, B, c & D shall form part of the agreement. All relevant provisions of GF&AR, RTPP Act 2012 and RTPP Rules 2013 made there under will ipso-facto deemed part of this tender document.



(Mahesh Mathur)

Addl. Director Mines (HQ)

**(On Rs 50 Non Judicial Stamp issued by Rajasthan Government)
Form of Bid Securing Declaration**

Date:

Bid No. :

To:

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.....

We, the undersigned, declare that:

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

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

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

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

We understand this Bid Securing Declaration shall expire if:-

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

Signed: -----

Name:-----

In the capacity of :-----

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

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid]

Note: **Bidders are required to pay 30 % surcharge on Rs 50 Non Judicial Stamp issued by Rajasthan Government**



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) 1 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

Dated _____

Signature

Name & Address of Manufacturer / Supplier



UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER

(Where bid is submitted in the capacity of authorized distributor/dealer/Indian agent)

It is to certify that M/S.....(Name of the bidder) is our authorized distributor/dealer/Indian agent. He is authorized to submit bid for(Name of item) to ADM (HQ), Department of Mines & Geology, Udaipur. Against their e-tender notice no..... dated on behalf of us.

This equipment is Warranted as follows :-

- (i) Comprehensive One years onsite warranty for service, repair / replacement / maintenance of machinery and all accessories from the date of successful installation of machine. (Onsite places for warranty / repair / replacement / maintenance means any location situated in Rajasthan State.)
- (ii) He is also authorized to carry out comprehensive maintenance & repairs with spares within the warranty period. He will be responsible to carry out regular maintenance of machine/equipment as per prescribed maintenance schedule during the warranty period. He will be also responsible to ensure adequate regular supply of spare parts needed for the same.
- (iii) In case of changes of authorized distributor/dealer/Indian agent we will inform the ADM (HQ), Department of Mines & Geology, Udaipur, Rajasthan. The new dealer/agent will be responsible for after sales service and maintenance repairs as above. In case of failure of bidder or of new dealer we will be directly responsible for the after sale services of the equipment as per the terms and conditions of the bidding document.

Signature of Principal Manufacturer (OEM) with Seal

Note:-This Undertaking should be typed & signed by Principal Manufacturer (OEM) on his original letter head.



Technical Bid

- I. Tender for – Multi-function Printer (MFP)
- 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,
Khaniz Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender No.....
- V. Whether technical specification of items being tendered match with the technical specification mentioned in the tender document – yes/no.
- VI. Following documents should be enclosed with the technical bid **(to be uploaded online)**:
 - (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 authorization letter to certify that bidder is an authorized distributor / dealer / agent of the manufacturer. Or is a micro, small, medium enterprise of Rajasthan.
 - (iv) Certifications:
 - a. BIS Registration
 - b. Energy Star Certification
 - (v) Scanned copies of Bank Draft / Bankers Cheque for tender fee, processing fee and bid securing declaration
 - (vi) Bidding document including e-tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding warranty, undertaking to be submitted by principal manufacturer and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (vii) Name and model number of item.
 - (viii) Technical leaflets / brochures / literature in Hindi/English version only, if any.
 - (ix) Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.
 - (x) GST Registration Certificate and GST No.
 - (xi) Declaration, Undertaking regarding Warranty (Clause No.8 of General terms & conditions of contract) and Undertaking to be submitted by principal manufacturer (OEM) in enclosed format.
 - (xii) PAN Card and Financial Statement & IT return self-certified or certified by chartered accountant for any of last 3 years showing annual turnover of minimum Rs. 50 lakhs.
 - (xiii) Last three years details of where the said material has been supplied by the bidder. Name, address, telephone number, e-mail etc., of the organizations along with details of the tender should be attached.
 - (xiv) Authorisation certificate from manufacturer (OEM) mentioning that Bidder has own authorised service station or list of after sales service centres in Rajasthan from where the onsite warranty shall be covered at any location in Rajasthan, as a proof certificate of warranty from OEM to this effect should be attached.
 - (xv) Any other document required to be submitted.

Signature of Bidder



Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.

S.No.	Parameter	Specifications	Specification offered by bidder	Name/Make/Model and version of product	Supporting documents attached (Yes/No)	Deviation if any from required specification, or if not applicable give complete reason
1.	Function	Print, Scan and Copy				
2.	Print technology	A4 Monochrome Laser with Duplex Feature				
3.	Print Speed	25 PPM or Higher				
4.	Copy Speed	20 PPM or Higher				
5.	Scan Speed	Minimum 8 PPM				
6.	Print Resolution	600 x 600 dpi or Higher				
7.	Scan Resolution	600 x 600 (colour) or Higher				
8.	Duty cycle	12,000 pages or Higher				
9.	Yield of Cartridge	Minimum 1200				
10.	Processor speed	400 MHz or Higher				
11.	Scanner Type	Flatbed, ADF				
12.	Print Languages, Standards	Standard Print Languages: PCL				
13.	Connectivity	USB, Ethernet				
14.	Memory	128 MB or Higher				
15.	Paper Tray	250 sheets or more, Universal Tray				
16.	Number of print cartridges	1 Black with Printer				
17.	Accessories	All necessary connecting chords and cables				
18.	Support	Driver CD would be provided for support & maintenance				
19.	BIS registration	Yes				
20.	Compatibility	Windows 7 (32/64 bit) or higher				
21.	Energy Star Certification	Yes				

Signature of Bidder



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, nor have my/our affairs administered by a court or a judicial officer, nor 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 Director
The designation and address of the Second Appellate Authority is Secretary Mines

(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



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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A handwritten signature in black ink, appearing to be the initials 'AW' or similar, written in a cursive style.