

Drilling Bits and Reaming Shell (as per technical specifications) GROUP-A

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Shastri Circle, Udaipur-313 001
Email- po.mg@rajasthan.gov.in

No. DMG/

Date:

E-TENDER NOTICE NO. /2026-27

e-Tenders are invited for the "Supply of Drilling Accessories" as detailed below. Tenders are to be submitted "Online" under two-envelope bidding process i.e. Techno-Commercial Bid and Financial Bid.

S. No	Group	Items	Qty.	Total Estimated Cost (in lacs)	Bid Security (Rs.)	Tender Fee (Rs.)	Processing fee (Rs.)
1.	A	Drilling Bits and Reaming Shell (as per technical specifications)	As per list	37.95	75900		
2.	B	Core Barrels, Casing Pipes and Drill Rods (as per technical specifications)	As per list	21.02	42040		
3.	C	Fishing Tools (as per technical specifications)	As per list	3.75	7500		
4.	D	Hoisting and Lowering Equipments (as per technical specifications)	As per list	10.26	20520		
5.	E	Tools [(Pipe Wrenches-as per technical specifications)	As per list	4.14	8280		

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. Bidder can submit tender for all the groups or any group/groups. In case tenders are submitted for more than one group tender fees, bid security etc. shall be given separately for each group.
3. Tender is to be submitted online on website www.eproc.rajasthan.gov.in
4. Last date and time for submission of online tender is _____ time _____ PM.
5. Technical bid of the tender will be opened online on date _____ at _____ PM and financial bid after the evaluation of technical bid, exact date will be intimated online.

Director
(Mines & Geology)

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NOTICE INVITING BID (NIB)

NIB Ref. No	/2025-26			
Name & Address of the Procuring Entity		Directorate, Mines & Geology Department Khanij Bhawan, Shastri Circle, Udaipur-313001			
Subject Matter of Procurement		Supply of Drilling Bits and Reaming Shell (as per technical specifications) GR-A			
Bid Procedure		Single-stage: two part (envelope) national open competitive e-Bid procedure at https://eproc.rajasthan.gov.in			
Bid Evaluation Criteria (Selection Method)		Item-wise basis			
Websites for downloading Bidding document, Corrigendum, Addendum etc.		Websites: https://sppp.raj.nic.in , https://eproc.rajasthan.gov.in , https://mines.rajasthan.gov.in			
Fees	Bidding Document Fees/ Tender Fees	Bidding Document (Tender) Fee: Rs. 75900/- (Rupees seventy five thousand nine hundred) in the form of Demand Draft in favour of “Additional Director Administration, Mines & Geology” payable at Udaipur “or online through e-GRAS portal. (e-GRAS :- Budget Head-0075-00-800-52-01)			
	RISL Processing Fee	RISL Processing Fee: Rs. 500/- (five hundred only) in the form of Demand Draft in favour of “Managing Director, RISL.” payable at “Jaipur” . RISL Processing Fee Head:- 8658-00-102-16-01			
	Bid Security (EMD)	Bid Security Rs. 75900/- (Rupees seventy five thousand nine hundred)should be deposited through Demand Draft in favour of “Additional Director Administration, Mines & Geology” payable at Udaipur “or online through e-GRAS portal. (e-GRAS :- Budget Head -8443-00-130-00-00. Bid Security Fee: Amount (INR):			
		Item	General	MSME/SSI (Rajasthan only)	Sick Industries (Rajasthan only)
	Drilling Bits and Reaming Shell	75900/-	18975/-	37950/-	
Estimated Procurement Value		Rs 37.95 lacs (including all taxes & charges)			
Estimated Completion deadline of project		120 days from issuance of award letter			
Period of Sale of Bidding and Submission of Bids Document (Start/ End Date)		Online on https://eproc.rajasthan.gov.in Start Date: End Date: Time: AM			
Submission of Tender Fee, Processing Fee, Bid Security*		Date:, Time..... AM To be submitted physically at room no. 236 Directorate, Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur			
Date/ Time/ Place of Technical Bid Opening		Date: (30 days from NIT publish date)..... Time: AM			
Date/ Time/ Place of Financial Bid Opening		Will be intimated later to the Technically qualified bidders			
Bid Validity		90 days from bid opening date			

Signature

Signature

Instruction to Bidders for online Tendering (e-tendering)

- The bidders who are interested in bidding can download bid documents form <https://sppp.raj.nic.in>, <https://eproc.rajasthan.gov.in>, <https://mines.rajasthan.gov.in>
- Bidder shall submit their offer on-line in Electronic format both for technical and financial proposal for each subject matter of procurement separately.
- Bidder has to submit tender fee, processing fee and bid security. Three separate Bank Drafts /e-Grass challan have to be submitted. Only scanned copy of Drafts / Cheques are to be submitted online and original Drafts / e-Grass challan are to be submitted in room no. 236 of Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur up to time 1.00 PM of date
- *In case, the bidder fails to physically submit the e-Grass challan / Demand Draft as required for the bid up to the time as mentioned in the NIB, its Bid shall not be accepted and shall not be considered for opening of technical proposal.
- To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, SafeScript, (n)code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on <https://eproc.rajasthan.gov.in>.
- The procuring institution will not be responsible for any delay in online submission due to any reason whatsoever. For this reason, bidders are requested to upload the complete bid well in advance to avoid last minute issues like slow speed, website crash due to heavy load or other unforeseen problems.
- Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder/ authorized partner.
- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- Before electronically submitting the bids, it should be ensured that complete bidding document including conditions of contract are signed by the bidder.
- The provisions of RTPP Act 2012, RTPP Rules 2013 and G.F. & A.R. of Government of Rajasthan thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 thereto, the later shall prevail.



Director
(Mines & Geology)

2. Instruction to Bidders (ITB) and Bid Data Sheet (BDS)

1. Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest

- 1.1 Before filling up the tender, bidders are requested to read bidding document carefully which comprises of e-tender notice, technical specifications, Instruction to Bidders (ITB) and Bid Data sheet (BDS), Evaluation and Qualification Criteria (EQC), Condition of Contract and Special Conditions of Contract, Bidding Forms, Clarification to bid document/Addenda to Bid Document if any and Annexure A, B, C, & D. Bidder must ensure that the bidding document is completely received.
- 1.2 Purchase is being done as per RTPP Act 2012, RTPP Rules 2013 and G.F. & A.R. of Government of Rajasthan.
- 1.3 Bidder to ensure compliance with RTPP ACT & Rules, primarily following-
 - 1.3.1 The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.
 - 1.3.2 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. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.
 - 1.3.3 Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

2. Eligible Bidder and Supply

- I. A Bidder may be a natural person, private entity, government-owned entity.
- II. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
- III. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
- IV. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.
- V. Each Bidder shall submit single Bid for single Group of Procurement item. *Multiple bids for single group of procurement item submitted by a bidder shall be rejected.*
- VI. Joint ventures are not allowed to participate in bid.

3. The Bidding Document consists of following Sections as indicated below-

- a) Notice Inviting Bid (NIB);
- b) Instruction to Bidders (ITB) and Bid Data Sheet (BDS);
- c) Evaluation and Qualification Criteria (EQC);
- d) Conditions of Contract and Special Conditions of Contract;
- e) Bidding Forms;
- f) Clarifications to bid document/Addenda to Bid Document if any.

The complete bidding document is made available for downloading from the website <https://sppp.raj.nic.in>, <https://eproc.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 and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document on e-procurement portal.



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The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal (<https://sppp.rajasthan.gov.in/>) e-Procurement Portal (<https://eproc.rajasthan.gov.in/>) or Procuring Entity's website (<https://mines.rajasthan.gov.in>)

4. Pre-Bid Conference

The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on **date** _____ and **time** _____. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.

Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal as per Section 22 (iv) RTTP Act 2012) along with the clarification.

Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (*part of bidding document*) and not through the minutes of the Pre-Bid Conference.

The Department is not bound to agree with the suggestions made by the bidders.

Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

No suggestions will be entertained after the pre bid meeting.

5. Changes to Bidding Document -

Any addendum/ *corrigendum* issued shall be a part of the Bidding Document and shall be uploaded on the SPPP and e-Procurement portal for prospective bidders to download. *As per Section 23 (1) of RTTP ACT in case any modification is made to the bidding documents or any clarification is issued which materially affects the terms contained in the bidding documents, the procuring entity shall publish such modification or clarification electronically on eproc portal, sppp portal and departmental website.*

6. Price of Bid Document

The price of bid document and processing fees or user charges can be paid *by bank demand draft or by single challan through eGRAS* unless the procurement is reserved for any specific category of Bidders.

The details i.e., scanned copies of the challan/DD of these payments are to be submitted electronically along with bid through State e-Procurement Portal.

The original copy of receipt of payment through eGRAS, bank demand draft shall be submitted in physical form at the room no. 236, Directorate Mines & Geology Khanij Bhawan, Shastri Circle, Udaipur latest by date and time

2.2. Preparation and Submission of Bids

Documents Comprising of Bids - The Bid comprise of two (02) covers, both covers must be submitted simultaneously.

- **First cover** comprises of Techno-commercial Bid (in PDF File) and the Techno-commercial Bids (documents specified in **Qualification Criteria**) shall be in PDF format without any alteration in the format. **Second cover** comprises of Financial Bid (in Excel File). Covers comprising the Techno-commercial Bid and Financial Bid shall be uploaded on e-Procurement portal.
- Techno-commercial Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part, the Bid shall be declared **non-responsive**.

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and several smaller ones on the right.

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- **Bid Prices** - Bidders must quote prices in the manner and in the details given in the price schedules included in the online bid form. No price details should be mentioned in the techno-commercial bid, otherwise the bid will be rejected.
- Bid prices quoted should include all taxes including GST, costs associated with **Packing and Documents, Insurance, Transportation** as required for delivery to **Location of Supplies**.
- **Currency of Bids** - The currency for the Bid will be Indian Rupees up to two decimal places

Tests, samples and trials establishing the conformity of the goods to the Bidding Document - In case samples are also called along with the Bids then the procedure for submission of samples along with Bid would be as per Rule 68 SR FORM 16 of GF&AR Part II

- To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and were asked for, supply samples, demonstrate trials or carry out tests and any amendment thereof issued in accordance with ITB Clause 2.1.4 [**Changes to Bidding document**]

Documents Establishing the Qualifications of the Bidder –

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Section III Para 3.2 of Evaluation and Qualification criteria.

Validity Period of Bid -As per Rule 48 (1) of RTPP Rules, Bids shall remain valid for the period of **90 days** after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as **non-responsive**.

Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules

2.3. Bid Security and Bid Securing Declaration

2.3.1. Bid Security amount will be **INR 75900/- for normal bidder. Rs. 18975/- For SSI/MSME unit and Rs. 37950/- for Sick Industries (of Rajasthan State only)**. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules. For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid.

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

- (i) Departments/Boards of the State Government or Central Government;
 - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
 - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
- Bid security in form of Bank Guarantee must remain valid thirty days beyond the original or extended validity period of the bid in accordance with Rule 42 (6) of RTPP Rules. In case the bid security is submitted by single challan through eGRAS along with bid document cost and processing fee or user charges than the challan soft copy should be submitted along with Bid.

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The original copy of receipt of payment of eGRAS, , bank demand draft, banker's cheque, or original bid security in approved form i.e., Bank Guarantee or document for obtaining benefit of lower value of Bid security like MSME/SSI or sick industries (of Rajasthan State only). shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.

- As per Rule 42(5) of RTPP Rules Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited. Bid Security can be refunded on request after completion and notification of technical bid evaluation.
- The procuring entity shall promptly return the bid security as per Rule 42(13) of RTPP Rules.
- In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of Performance Security as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security.
- The latest instruction issued by Government of Rajasthan will be applicable for Bid Security and Bid Securing Declaration.
- The Bid security taken from a bidder shall be forfeited, including the interest, if any, 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 goods or 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.
 - VI. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- No interest shall be payable on the bid security

2.4. Format, Signing and Opening of Bid

1. The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in **Evaluation and Qualification criteria**. 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.'

In case the Bidder is not the proprietor then the Bidder has to submit **Power of Attorney** for signing the Bid in notarized non-Judicial stamp Paper as per **Form TECH- 2 (Power of Attorney for signing of bid)**.

An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.

2. **Opening of Bids** - Opening of Bids would be on date specified in **ITB Key Timelines**. The procedure for Bid opening will be as per **A.2 Appendix e-Procurement Process**.

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2.5. Bid Evaluation

1. Responsiveness, Clarifications, and Evaluation of Bid

The Procuring Entity's determination of the responsiveness of a Bid, is based on the contents of the Bid itself to determine whether they are complete, and in order. A responsive bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document.

A material deviation, reservation, or omission will be considered as per Rule 59 (3) of RTPP Rules. Clarification of Bid can be taken as per Rule 60 of RTPP Rules.

Non-material non-conformities in Bids are as defined in Rule 61 (1) of RTPP Rules and can be waived / clarified of as per Rule 61 (2) and (3) of RTPP Rules

2. Preliminary Examination -

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

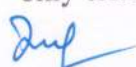
3. Techno-Commercial Examination

To determine the Bid as Techno-Commercially responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement **Qualification Criteria** and also submit documents as specified in Additional Techno-commercial Evaluation in **Qualification Criteria**.

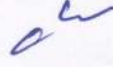
4. Evaluation of Financial Bid -

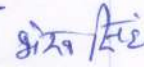
- The evaluation would be done item-wise which includes cost of item with all taxes, charges, warranty/guarantee.
- Procuring Entity will award the contract to the lowest responsive bidder for the item. Discounts offered of any kind shall not be considered. Sub – contracting/ subletting of supply of goods or related services is not allowed.
- Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-
 - a) The financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
 - b) The process of opening of the financial bids shall be similar to that of technical bids.
 - c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
 - d) Conditional bids are liable to be rejected;
 - e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer.
 - g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous bid in other case;











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- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured

5. Negotiations -

- I. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage.
- II. Circumstances under which negotiations are to be held and the method of negotiation would be as per Rule 69 of RTPP Rules.
- III. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

6. **Purchase preference** - For items other than reserved items, if MSME (of Rajasthan State only) firms participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of the Bid i.e, [F.1(8)/FD/GF&AR/2011 dated 19.11.2015 and Notification No. F.2(1)/FD/SPFC/2017 dated 28.08.18 or any other notification issued GoR]

2.6. Award of Contract

1. Acceptance and Award of Contract

1. As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated.
2. As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted.
3. As per Rule 70 (8) of RTPP Rule 2013, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
4. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
5. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
6. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
7. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
8. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding









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document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

9. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by speed post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within ten days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

2. No commitment of Quantity

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 Tender.

As per Rule 29 (2) (a) of RTTP Rule 2013, in tender Bid an approximate quantity of required goods/ services would be indicated but no minimum quantity of order is guaranteed.

3. Procuring Entity's Right to Extend the period of Tender

Procuring Entity's right to extend the period of Tender per Rule 29 (2) (i) of RTTP Rules may be for 3 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement or its constituents, to be procured under the tender.

4. Dividing quantities among more than one Bidder at the time of award

Procuring Entity's right to divide quantity among more than one Bidder in case of Fixed Quantity Contract would be as per Rule 74 of RTTP Rules. In case of tender, Procuring Entity's right to enter contract on more than one firm will be governed by Rule 29 (2) (f) and Rule 65 (j) of RTTP Rules

5. Signing of Contract

1. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 10 days of issuance of letter of acceptance. 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. Selected bidder will be issued letter of acceptance, who will be required to deposit Performance Security within a period of 10 days from receipt of order.
2. If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract, or fails to furnish the required Performance Security or Performance Security Declaration within the specified time, the Procuring Entity will forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTTP Act and Rule 76(3) of RTTP Rules.

6. Performance Security - Performance security shall be solicited from all successful bidders except the-

- i. Departments/Boards of the State Government or Central Government;
- ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

or

- iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration shall be taken from them.

The amount of performance security shall be **5 %** of the total amount of supply order. In case manufactures is Small Scale Industries (MSME) of Rajasthan it shall be **1%** of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be **2%** of the amount of supply order.

In case additional quantity is ordered than the Supplier will have to submit additional Performance Security.

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

- (a) Deposit through e-GRAS;
(b) Bank Draft
(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 the bid and formally transferred in the name of procuring entity with the approval of Head Post-master;
(d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security; **The Bank Guarantee should be valid for a period of 10 (Ten) years.**

Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of Additional Director Administration on account of bidder and discharged by the bidder in advance. bidder has to furnish an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity 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. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through e-GRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

• Forfeiture of Performance Security:

The amount of Performance Security may be forfeited in the following cases:

1. Upon occurrence of Bidder default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or
2. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.
3. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.

7. Punishment

If the Bidder during the supply of goods, interferes with the procurement process as mentioned in Section 42 of RTPP Act, then following actions can be taken:

- i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and/or
- ii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.

2.7. Procurement Appeals

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority Director Mines and Geology, Udaipur or Second Appellate Authority PSM Mines and Geology, Jaipur in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

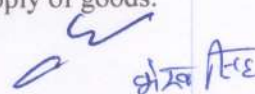
2.8. Exclusive Jurisdiction

The Courts of UDAIPUR Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.

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3. Evaluation and Qualification Criteria

3. EVALUATION AND QUALIFICATION CRITERIA

3.1 Lowest Priced Bid Selection Method

Lowest Priced Bid selection method (Item-wise basis) is the method for purchase for Goods/Services where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria), pursuant to Clause 3.3 (**Price comparison**)

3.2 Qualification Criteria

To be considered for opening of their financial Bid, Bidder needs to submit documents given below.

The documents are divided into two (02) categories - **For preliminary examinations**, the documents are listed in **Para 3.2.1**. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.

After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 3.2.2**.

3.2.1 Preliminary Examination

1. Bidder has to submit Letter of Bid as per Bidding Form (**Form Tech -1 Letter of Bid**).
2. Bid is accompanied by proof of payment for bid document price, processing fees or user fees.

(Original copy should be submitted prior to techno-commercial bid submission date).

3. Bid is accompanied by bid security (**Form TECH 3**) and if submitted via bank demand draft, banker's cheque, of a scheduled bank. (Original copy should be submitted prior to techno-commercial bid submission date).

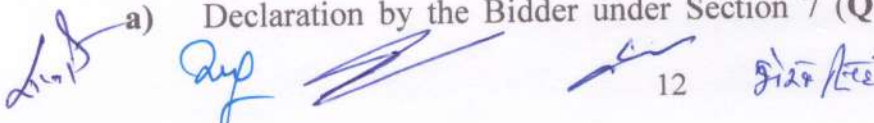
or

Bid is accompanied by bid securing declaration (**Form TECH 4**).

4. For obtaining benefit of lower value of Bid security like for MSME/ SSI or Sick Industries (of Rajasthan only), Bidder(s) has to submit relevant document. (Verification from documents to be submitted by the bidder).

3.2.2 Essential Documents for Techno-commercial Examination

- a) Declaration by the Bidder under Section 7 (**Qualification of Bidder**),

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Section 11 (**Code of Integrity**) and that they have not been debarred by any other Procuring Entity/State Government under Section 46 of RTPP Act of The RTPP Act. (**Form TECH 5**)

b) Proof of Legal Entity/ registration of bidder, by submission of any of the following but not limited to-

Type of Company/Firm	Certificate
Any company registered/ incorporated under 'Companies Act, 1956 / 2013'.	Valid certificate of incorporation
Proprietorship firm Registration under the Shop and Commercial Establishment Act, 1958	Shop Establishment Certificate
Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly Notarized/ Registered Deed of Partnership

c) Proof of OEM/authorization of bidder

(A) Bidder should be 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 manufacture on the letter head of OEM should be attached (Annexure-1).
(B) Bidder should have their own OEM or OEM's Authorised Service Centre in India.	As a proof, authorisation certificate from manufacturer should be attached with list of Authorised Service Centres in India

d) Company should be ISO or equivalent Certified. Copy of valid certificate to be attached

e) Bidder to submit copy of **valid PAN card**.

f) Bidder to submit copy of GST registration certificate.

g) Bidder to submit copy of **Bank Details (Copy of Passbook/Cancelled Cheque)**.

h) Bidder to mention Name/Make and Model of offered instrument.

i) Bidder to submit Brochures/ Pamphlets/ Technical Data Sheet / Leaflets / Documents / Literature of OEM to demonstrate that the offered product meets the Techno-commercial Requirement as per Specification & Standards mentioned under Technical specification of Items.

j) Bidder to submit **Form-8** Techno-commercial specifications compliance/ deviation and also Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated

format. 

The decision of PE (Director, Department of Mines & Geology, Udaipur) about Technical Suitability of bid would be final.

- k) copy of MSME (Udyog Aadhaar, Udyam registration, Entrepreneurs Memorandum-II/ Udyam Registration Certificate or any other certificate, etc.) of Rajasthan, if applicable. C
- l) Bidder should have minimum turnover not less than **75** lacs in any of the last three years as per the audited financial statement. Turnover Certificate of Chartered Accountant and Financial Statement Sheet of last Three Financial years, 2022-23, 2023-24, 2024-25 should be enclosed along with technical bid. 2025-26 turnover may be considered, if audited.
- m) The turnover is to be supported by **Form Tech 7 Size of Operation** of accounts (balance sheet or CA certificate) for the past financial years duly certified by the CA of the Company.
- n) The bidder should have supplied Drilling Equipment/Accessories in last 10 years (2015-16 to 2025-26) to any Government Organization/ PSU/ Exploration Agency/ Institute, from the date of floating of tender. Documentary evidence in form of purchase order/tax invoice, installation and performance report need to be submitted. Bidders will have to submit copies of the items/ related purchase orders/valid proof and submit details as per **Form TECH 6 Contractual Experience**.

3.3 Purchase Preference

For items other than reserved items, if MSME firms (of Rajasthan only) participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of Bid i.e., [F.1(8)/FD/GF&AR/2011 dated 19.11.2015 and Notification No. F.2(1)/FD/SPFC/2017 dated 28.08.18 or any other notification issued GoR]



5. Conditions of Contract and Special Conditions of Contract

5.1.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- i. "**RTPP Act**" means the Rajasthan Transparency in Public Procurement Act., 2012.
- ii. "**RTPP Rules**" means the Rajasthan Transparency in Public Procurement Rules, 2013.
- iii. "**Completion**" means the fulfillment of the Goods Supply by the Supplier in accordance with the terms and conditions set forth in the Contract.
- iv. "**Contract**" means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
- v. "**Contract Documents**" means the documents listed in the Agreement, including any amendments thereto.
- vi. "**Contract Price**" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- vii. "**Day**" means calendar day
- viii. "**Delivery**" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- ix. "**CC**" mean the Conditions of Contract
- x. "**Goods**" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves;
- xi. "**Procuring Entity**" means an entity referred to in Section 3(2) of RTPP Act.
- xii. "**Supplier**" means the natural person, private or Government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier.
- xiii. "**The Site**" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the Schedule of Supply.

5.1.2. Interpretations

In the Contract, except where the context requires otherwise.

- i. words indicating one gender include all genders.
- ii. words indicating the singular also include the plural and words indicating the plural also include the singular.
- iii. provisions including the word "**agree**", "**agreed**" or "**agreement**" require the agreement to be recorded in writing.
- iv. "**written**" or "**in writing**" means hand-written, type-written, printed, or electronically made, and resulting in a permanent record.
the word "**tender**" is synonymous with "**bid**" and "**tenderer**" with "**bidder**" and the words "Bid Document" with "bidding document".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.



5.2. General

5.2.1 General Terms

Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the CC, bidding forms, schedules, appendices, all attachments listed in the agreement

Amendment

No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory

5.2.2 Code of Integrity

The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the *Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules* and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below:

1. “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
2. “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
3. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
4. “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party

The Procuring Entity shall take legal action against the Supplier under *Section 11 (3), Section 46 and chapter IV of RTPP Act*, if it breaches any provisions of the Code of Integrity or is determined to have engaged directly or through an agent in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.

5.2.3 Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.2.4 Notices

A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee’s address. It is regarded as received at the time and on the day it is actually received on any calendar days.



Drilling Bits and Reaming Shell (as per technical specifications) GROUP-A

For the purposes of this clause, a party's address and facsimile number are those(s) set out below, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval, or other communication must be to that address or number.

If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause

5.2.5 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Central Government/ laws of State Government of Rajasthan.

5.2.6 Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings




- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

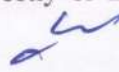

5.2.7 Copyright

The copyright in all design, technology, process, drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier or any other third party, shall be with Procuring Entity and Government of Rajasthan.

5.2.8 Confidential Information

In addition to the requirements of the provisions of **Section 49 of RTTP Act and Rule 77 of RTTP Rules** regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in

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connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.

The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

The provisions of **CC Clause 5.2.8 [Confidential Information]** shall survive completion or termination, for whatever reason, of the Contract.

5.2.9 Packing and Documents

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Schedule of Supply, and in any other instructions ordered by the Procuring Entity.

In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good, such loss and shortage found at the checking/inspection of the materials by the consignee *within the stipulated period*, otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.

5.2.10 Insurance

(i) It shall be the responsibility of the bidder for the safe supply of item up to **Central Drilling Store of Superintending Engineer (Mechanical & Drilling), Department of Mines & Geology, 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.

5.2.11 Transportation

The supplier/selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/inspection of the material by the consignee. No extra cost on such account shall be admissible.

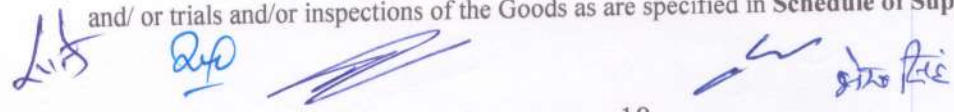
5.2.12 Installation, Erection, Training and Commissioning

The obligation of Installation, Erection, Training and Commissioning shall be in accordance with the conditions.

5.2.13 Samples, Inspections and Tests

The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery.

The Supplier shall at its own expense and at no cost to the Procuring Entity shall have to carry out all such tests, and/ or trials and/or inspections of the Goods as are specified in **Schedule of Supply for Bidders**.



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The Procuring Entity may require the Supplier to carry out any tests and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract.

The Supplier shall provide the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections. -

Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only when the articles conform to the standard of prescribed specifications because of such tests.

The Procuring Entity may reject any Goods or any part thereof that are received but fails to pass any tests and/or trials and/or inspections or do not conform to the specifications and sample(s) supplied with the Bid, if any. *The Supplier shall replace such rejected Goods or parts thereof within specified time period, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, if any. If the supplier fails to replace the goods which does not complies the standards as mentioned in the bid, it shall be treated as default in supply and action can be taken as per provisions of the contract.*

The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the Supplier's risk and on his account. If the rejected supply is collected after 15 days, then the procuring entity shall recover from supplier, ground rent charges @ 1% of value of goods per week as ground rent charges from the date of rejection.

The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranty/ guarantee or other obligations under the Contract.

5.2.14 Change in Laws and Regulations

The document provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **CC Clause 5.4 [Contract Price and Payments]**.

5.2.15 Force Majeure

For purposes of this Clause, "Force Majeure" means an event or situation beyond the reasonable control of the Supplier or of the Procuring Entity, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God.

Force Majeure shall not include:

(i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, experts, sub-consultants/ contractors or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

(iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Drilling Bits and Reaming Shell (as per technical specifications) GROUP-A

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Supplier shall promptly but not later than two weeks, notify the Procuring Entity in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for a period of say 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

In case due to a Force Majeure event the Procuring Entity is unable to fulfil its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-clauses

5.2.16 Assignment

Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.

5.3. Contract Details

4.3.1 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

5.3.2 Procuring Entity's Right to vary quantity

Procuring Entity's right to vary quantity would be as per **Rules 73 (1) and (3) of RTPP Rules**. 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.

5.3.3 Delivery

Items are to be delivered at **Central Drilling Store of Superintending Engineer (Mechanical & Drilling), Department of Mines & Geology, Udaipur** within 120 days from issuance of purchase order. Bidder should quote rate F.O.R. destination.

The details of documents to be submitted along with supplies are as follows:

One original and two copies of the bidder's commercial invoice in the name of **DIRECTOR, MINES AND GEOLOGY, UDAIPUR**, indicating but not limited to the **Contract number, Goods description, quantity, unit price, and total amount being claimed**. Invoices must be signed in original and stamped or sealed with the company stamp/seal.

- ii. Two copies of the packing list identifying contents of each package.

5.3.4 Extensions of Time

1. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
2. The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.
3. Extension in delivery period: 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 up to one fourth period of the prescribed delivery period – LD (2.5%)
 - b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period – LD (5%)
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – LD (7.5%)
 - d) Delay exceeding three fourth of the prescribed delivery period – LD (10%)

Note: Fraction of day in reckoning period of delay in supply period shall be eliminated if it is less than a half day. The maximum amount of LD shall be 10%

5.4. Contract Price and Payments

5.4.1 Contract Price

The Contract Price as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied), price variation, if any therefrom, as may be made pursuant to the Contract.

Price Fall Clause for Rate Contract(s) as per Rule 29 (2) (h) of RTTP Rule 2013 –

Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes reduces its price to render similar Supply, 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. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

5.4.2 Terms of Payment

Payments will be made after supply and installations of equipment, satisfactory report of the inspection committee and on submission of bill in proper form by the supplier to the Director, Mines and Geology, Udaipur, in accordance with G.F.&A.R. All remittance charges shall be borne by the bidder. TDS for income tax and GST will be deducted as per rules

5.4.2.a Payments for rate quoted for instrument including all accessories and three years comprehensive warranty will be made after supply and installations of equipment, satisfactory report of the inspection committee and on submission of bill in proper form by the supplier to the Director, Mines and Geology, Udaipur, in accordance with G.F.&A.R. All remittance charges shall be borne by the bidder. TDS for income tax and GST will be deducted as per rules.

5.4.3 Taxes and Duties

- a) Any taxes, if applicable, shall be deducted at source by DMG as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

5.4.4 Performance Security

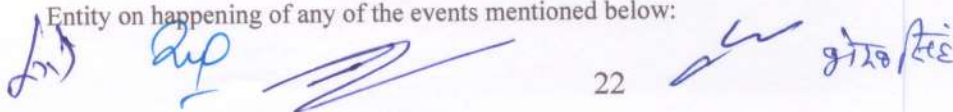

The Supplier shall, within TEN (10) days of the Notification of Award, sign the **Agreement form** and provide a **Performance Security** or, where applicable, a **Performance Security Declaration** for the due performance of the Contract for the amount specified in purchase order as per **Rule 75 of RTPP Rules**.

The Performance Security shall be denominated in the **Indian Rupees only**.

The Performance Security as per **Rule 75 of RTPP Rules** shall be deposited in one of the following forms:

- i. Deposit through **e-GRAS**; or
- ii. Bank Draft
- iii. **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 the Procuring Entity with the approval of Head Postmaster; or
- iv. **Bank guarantee** shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. **The Bank Guarantee should be valid for a period of 10 (Ten) years**. The bank guarantee shall be got verified from the issuing bank and confirmer, if any.; or
- v. **Fixed Deposit Receipt (FDR)** of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity 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 as per Rule 75 (3) (e) of RTPP Rules.
- vi. As per **Rule 75 (4) of RTPP Rules**, the Performance Security furnished in the form other than submitted through e-GRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:

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- i. Upon occurrence of Supplier default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Supplier default; or
- ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the RTTP Act and Chapter VI of RTTP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier promptly following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations.

5.4.5 Liquidated Damages

Except as provided under CC Clause 5.2.14 [Force Majeure] and 5.3.4 [Extension of Time] without liquidated damages, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of goods which the Supplier has failed to supply as per *Rule 58 of GF&AR (Part II)*:

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of service delivery and work completion	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of service delivery and work completion	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and work completion	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery and work completion	10.0 %

Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, Security Deposit at the time of enlistment of the Supplier if applicable. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to affect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTTP Act.

5.4.6 Warranty/Guarantee/ Maintenance

The Supplier warrants that all the Goods are new, unused, or as per specification provided in the contract. Subject to *Specification and standards*, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use

The warranty/ guarantee shall remain valid for 2 Years as indicated in Schedule of Supply after supply of the Goods have been accepted at the destination indicated in the Schedule of Supply.

The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

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Upon receipt of such Notice, the Supplier shall, within the period agreed between, expeditiously repair, or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

In case of machinery and equipment also, guarantee will be given as mentioned above and the Supplier shall during the guarantee period replace the parts/ whole, if any, and remove any manufacturing defect if found during the above period to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.

In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as indicated in Schedule of Supply or may be agreed at the time of entering the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.

If having been notified, the Supplier fails to remedy the defect within reasonable period or as agreed between upon between supplier and Procuring Entity; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

5.4.7. Patent Indemnity

The Supplier shall, subject to the Procuring Entity's compliance indemnity and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: —

- i. the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
- ii. The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against the Procuring Entity, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.

5.4.8 Limitation of Liability

Except in cases of gross negligence or willful misconduct:-

neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

5.5. Termination

4.5.1 Termination for Default

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules, or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: —

- i. If the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to *Extension of Time* or
- ii. If the Supplier fails to perform any other obligation under the Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods, or any other condition of contract are generally the essence of the contract.
- iii. If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and *Code of Integrity* in competing for or in executing the Contract.

In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to *Termination for default by non-supply*, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

5.5.2 Termination for Insolvency

The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

5.6. Exclusive Jurisdiction

The Courts at Udaipur in Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods



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TECHNICAL BID

Name & address of the Bidder:.....

Addressed to: DIRECTOR, Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur
 Tender Reference No.:

Following documents should be enclosed with the technical Bid-

S.No.	Particulars	Information to be provided by the Bidder	Check (Yes/No)
1	The bidder should be a proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar act of any other State/Union, as applicable OR A company registered under India Companies Act 1956 / 2013 OR A partnership firm registered under Indian Partnership Act 1932	Certificate/ Copy of Valid Certificate of Incorporation/ Registration Partnership registration certificate issued by Registrar of Firms or duly Notarized/ Registered Deed of Partnership.	
2	(A) Bidder should be 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. (b) Bidder should have own authorised service station, authorisation certificate from manufacturer to be enclosed.	As a proof, company profile/authorisation from manufacturer (OEM) on the letter head should be attached. (Annexure-1)	
3	The Bidder should have minimum annual turnover of 75 lakhs in any of the last three financial years as per the audited financial statement.	As a proof of annual turnover of 75 lakhs bidder should enclose Audited copies of Balance Sheet and Profit & Loss Account of any of last Three Financial years, 2022-23, 2023-24, 2024-25; 2025-26 turnover may be considered, if audited; and Certificate from CA with CA's Registration No. & Seal	
4	The bidder should have registered number of (i) GST (ii) Income Tax PAN	Copy of GST registration and PAN card.	
5	Company should be ISO 9001 or equivalent certified	Copy of valid certificates	
6	(i) Name/Make and model number of offered item (ii) Technical leaflets / brochures / literature in Hindi/English version only including list of authorized service center.	Bidder to mention Name/Make and model number of offered item Bidder to submit Brochures/ Pamphlets/ Technical Data Sheet / Leaflets / Documents / Literature of OEM with list of authorized service center.	

[Handwritten signatures]

[Handwritten signature]

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7	Whether technical specification of items being tendered match with the technical specification mentioned in the tender document	Bidder to submit Form-8 Techno-commercial specifications compliance/ deviation and also Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.	
8	Scanned copies of Bank Draft / e-Grass challan for tender fee, processing fee and bid security	<p>Tender fee: Bank Drafts/ e-Grass challan amounting Rs..... No..... Date..... Bank Name.....</p> <p>Processing fee: Bank Drafts/ e-Grass challan amounting Rs..... No..... Date..... Bank Name.....</p> <p>Bid Security: Bank Drafts/ e-Grass challan amounting Rs..... No..... Date..... Bank Name.....</p>	
9	Declaration and Bidding Forms	As per form Tech-1, Tech-2, Tech-3, Tech-4, Tech-5, Tech-6, Tech-7, Tech-8., Annexure-1, Annexure-2,	
10	Bank Details	Copy of Bank Pass Book/ Copy of Cheque containing Bank Details viz., Bank Name, Branch, Branch Code, IFSC Code, Account Holder Name, Account No., etc.No.	
10	Before filling up the tender, bidders are requested to read bidding document carefully which comprises of e-tender notice, technical specifications, Instruction to Bidders (ITB) and Bid Data sheet (BDS), Evaluation and Qualification Criteria (EQC), Condition of Contract and Special Conditions of Contract, Bidding Forms, Clarification to bid document/Addenda to Bid Document if any and Annexure A, B, C, & D.	Bidder must sign Complete bidding document (as token of their acceptance of the terms mentioned therein) and submit online, otherwise their bid may be rejected	
11	Any other document required to be submitted as mentioned in the Bidding Document (ITB, BDS and Technical Specifications, Scope of Supply, etc.)		

I/We agree to abide by all the conditions mentioned in the tender document and agree to supply the items within stipulated time as per the tender.

Signature of tenderer

Appendices

A.1. Appendix – Bidding Forms (Techno-commercial)

Form Number	Form Type	Form Name
Form TECH -1 Letter of Bid	Techno-commercial Form	Letter of Bid
Form TECH -2 Authorization for Signing of Bid	Techno-commercial Form	Authorization for signing of Bid
Form TECH -3 Bank Guarantee	Techno-commercial Form	Bank guarantee
Form TECH -4 Bid Securing Declaration	Techno-commercial Form	Bid Securing Declaration
Form TECH-5 Declaration by Bidder	Techno-commercial Form	Declaration by the bidder under section 7, 11 and 46of the Act
Form TECH -6 Contractual Experience	Techno-commercial Form	Contractual Experience
Form TECH-7 Size of Operation	Techno-commercial Form	Size of Operation (Avg. Annual Turnover)
Form TECH -8 Technical Specification compliance / Deviation	Technical Form	Technical specification Compliance/ Deviation

Form TECH-1

Letter of Bid

(To be executed on company/firm letter head - Self-attested)

[NOTE: The Bidder must accomplish the letter of Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date:

NIB No.: _

To

Director, (Mines & Geology)

Directorate, Department of Mines and Geology,

Khanij Bhawan, Shastri Circle,

Udaipur (Raj.)- 313001

We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders Clause 2.1.3 [Contents of bidding document] and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/ We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, as per bid document.
- (c) I/ We have submitted **bid document cost** of INR, **processing fees/ user fees** INR and **bid security amount** INR If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is **digitally signed**.
- (d) My/Our Bid consisting of the Techno-commercial Bid and the Price Bid shall be valid for a period of [insert validity period as specified in ITB Clause 2.2.6 Validity Period of Bid] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) My/Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply
- (f) I/We undertake, if our bid is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the Bidding Documents.
- (g) My/Our firm fulfil all the eligibility criteria mentioned in ITB 2.1.2 [Eligible Bidder and Supply]
- (h) If our Bid is accepted, we commit to obtain a Performance Security in the amount of [Insert percentage] percent of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.
- (i) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (j) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,



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- (k) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name of the Bidder: -

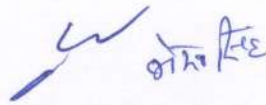
Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Form TECH-2

Power of Attorney/ authorization certificate for signing of Bid
(To be executed on a Non-judicial Stamp Paper duly notarized)

To

Director, (Mines & Geology)

Directorate, Department of Mines and Geology,

Khanij Bhawan, Shastri Circle,

Udaipur (Raj.)- 313001

Reference: NIB No. : _____ Dated: _____

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Form TECH-3
Bank guarantee
Bank Guarantee - Unconditional
(To be executed on a non-judicial stamp paper)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Director, (Mines & Geology)
Directorate, Department of Mines and Geology,
Khanij Bhawan, Shastri Circle, Udaipur (Raj.)- 313001

Date:

Bid Security No.:

We have been informed that**[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated **[insert date]** (hereinafter called "the Bid") for the execution of **[insert name of contract]** under Notice Inviting Bids No. **[insert NIB number]** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bank guarantee.

At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... **[insert amount in figures] [insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity in the Bid document; or
- (b) having been notified during the period of bid validity specified in the Bid Document, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time specified in the Bid Document, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Bid Document within the time specified in the Bid Document, or
- (c) has breached a provision of the Code of Integrity specified in the RPPP Act, RPPP Rules.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Duly authorized to sign the Bid Security for and on behalf of..... **[insert name of the Bank]**

Dated on day of _____ **[insert date of signing]**

Bank Name and complete branch address:

Bank's Seal

[affix seal of the Bank]

Pin:

Form TECH-4
Bid-Securing Declaration
(To be executed on a non-judicial stamp paper)

Date: [insert date (as day, month, and year)]

NIB No.: [insert NIB number]

To

Director, (Mines & Geology),

Directorate, Department of Mines and Geology,
Khanij Bhawan, Shastri Circle,
Udaipur (Raj.)- 313001

We, the undersigned, declare that we are a [Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:

- (i) Departments/Boards of the State Government or Central Government; or
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or (iii)

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

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

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, **Director**, Department of Mines and Geology for the period of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BID DOCUMENT"); or
(b) having been notified during the period of bid validity specified in the BID DOCUMENT, about the acceptance of our Bid by you,
i. fail or refuse to execute the Contract Agreement within the time specified in the BID DOCUMENT,
ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time specified in the BID DOCUMENT, or
(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature:

Dated on day of
Corporate Seal

[insert date of signing]

[affix corporate seal of the bidder]

Form TECH-5 Declarations by the Bidder

(To be executed on a non-judicial stamp paper and duly notarized)

In relation to our Bid submitted to Director, (Mines & Geology)

Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Raj.)- 313001

for procurement of..... **[insert name of the Goods]** in response to their Notice Inviting Bids
No..... Dated we hereby declare under Section 7 and

11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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.

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



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- (k) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name of the Bidder: -

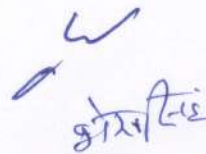
Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Form TECH-2

Power of Attorney/ authorization certificate for signing of Bid
(To be executed on a Non-judicial Stamp Paper duly notarized)

To

Director, (Mines & Geology)

Directorate, Department of Mines and Geology,

Khanij Bhawan, Shastri Circle,

Udaipur (Raj.)- 313001

Reference: NIB No. : _____ Dated: _____

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Form TECH-3

Bank guarantee

Bank Guarantee - Unconditional

(To be executed on a non-judicial stamp paper)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Director, (Mines & Geology)
Directorate, Department of Mines and Geology,
Khanij Bhawan, Shastri Circle, Udaipur (Raj.)- 313001

Date:

Bid Security No.:

We have been informed that[insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bank guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity in the Bid document; or
- (b) having been notified during the period of bid validity specified in the Bid Document, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time specified in the Bid Document, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Bid Document within the time specified in the Bid Document, or
- (c) has breached a provision of the Code of Integrity specified in the RTTP Act, RTTP Rules.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Duly authorized to sign the Bid Security for and on behalf of..... [insert name of the Bank]

Dated on day of [insert date of signing]

Bank Name and complete branch address:

Bank's Seal

[affix seal of the Bank]

Pin:

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Form TECH-4
Bid-Securing Declaration
(To be executed on a non-judicial stamp paper)

Date: [insert date (as day, month, and year)]

NIB No.: [insert NIB number]

To

Director, (Mines & Geology),

Directorate, Department of Mines and Geology,
Khanij Bhawan, Shastri Circle,
Udaipur (Raj.)- 313001

We, the undersigned, declare that we are a [Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:

- (i) Departments/Boards of the State Government or Central Government; or
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or (iii)

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

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

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, Director, Department of Mines and Geology for the period of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BID DOCUMENT"); or
(b) having been notified during the period of bid validity specified in the BID DOCUMENT, about the acceptance of our Bid by you,
i. fail or refuse to execute the Contract Agreement within the time specified in the BID DOCUMENT,
ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time specified in the BID DOCUMENT, or
(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature:

Dated on day of
Corporate Seal

[insert date of signing]

[affix corporate seal of the bidder]

Form TECH-5 Declarations by the Bidder

(To be executed on a non-judicial stamp paper and duly notarized)

In relation to our Bid submitted to Director, (Mines & Geology)

Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Raj.)- 313001

for procurement of..... **[insert name of the Goods]** in response to their Notice Inviting Bids
No..... Dated we hereby declare under Section 7 and

11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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.

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



Drilling Bits and Reaming Shell (as per technical specifications) GROUP-A

- 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
7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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.

Date:

Place:



Signature of Bidder

Name:

Designation:

Address:

Form TECH-6 Contractual Experience

(To be executed on company/firm letter head - Self-attested)

I/We [Name of firm / company] do hereby certify that we have supplied

..... [Name of Goods/Services] as per details given below for last 10 financial years (2015-16 to 2025-26)

S. No.	Order placed by (Government Department/ Undertakings/ Ltd./Private Ltd. Company- name, address and phone number)	Order Number and Date Copy attached (Yes/No)	Product description and Quantity	Date of Delivery		Supply Report Attached (Yes/No)
				As per Tender	Actual	

Or [Use only one form]

Tenderual Experience		
Tender No of	Tender Identification	
Award Date		Completion Date
Role in Tender	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Supplier
Total Tender Amount	INR	
Procuring Entity's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance (Evaluation and Qualification Criteria for Least Cost Method)		

(Handwritten signatures and initials)

Form TECH-7
Size of Operation (Average Annual Turnover)
 (To be executed on CA firm's letter head - Self-attested)

The average gross turnover of M/s [Name of the firm / company]

..... and address [Insert address] For the last three financial years are given below and certified that the statement is true and correct as per the book of records of the above-mentioned firm and through online certificate number [Mention certificate number] (Annual Turnover of minimum Rs. _____ Lakhs in any of the last 3 financial years 2022-23, 2023-24, 2024-25. Turnover Certificate by Chartered Accountant and Financial Statement Sheets to be attached. (2025-26 turnover may be considered, if audited.)

Annual Turnover for the Preceding three years 2022-23, 2023-24, 2024-25 (2025-26 turnover may be considered, if audited)	
Year	Turnover in lakhs (INR)
2024-25	
2023-24	
2022-23	
Total Turnover in INR Lakhs (In last three financial years)	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant. Attach Balance Sheet and financial statement for respective years as a proof of document.]

Registration No. of Chartered Accountant / Firm shall be mentioned here

Date _____ Signature of the Bidder _____ Signature of auditor/seal _____

Chartered Accountant (Name and address).....[insert complete

name and address of Chartered Accountant/ Firm]

UDIN

Telephone Number:

Mobile Number:

LS *aj* *[Signature]*

[Signature] *[Signature]*

Drilling Bits and Reaming Shell (as per technical specifications) GROUP-A

Form Tech-8 Technical Specifications Compliance/Deviation

(To be executed on company/firm letter head - Self-attested)

As per page nos. 45



A.2 Appendix – e-Procurement Process⁵

The e-Procurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enrol themselves through **Online Enrolment of Corporate/Bidder in website** eProcurement System Government of Rajasthan. For Registration the Digital Signature enrolment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of **website** eProcurement System Government of Rajasthan i.e. <https://eproc.rajasthan.gov.in> for hassle_free_bid_submission



A.3. Appendix – Contract Forms (Agreement Form)

(To be executed on a non-judicial stamp paper)

An agreement made this _____ day of _____ between _____
(hereinafter called "the 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 Governor of Rajasthan (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and related services, viz., _____ and has accepted a Bid submitted by the Supplier for the supply of those Goods and related services for the sum of _____ [amount in figures and words] (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement,
 - a. The Procuring Entity's Notification to the Supplier of Award of Contract;
 - b. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
 - c. The Conditions of Contract;
 - d. Instructions to Bidders;
 - e. The Notice Inviting Bids;

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed by: _____
(for the Supplier)

Witness 1

designation

Witness 2

address



Signed by: _____
[for the Procuring Entity]
(On behalf of Governor of the State of Rajasthan)

A.4. Appendix: Grievance Handling Procedure during Procurement Process (Appeals)

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority Director Mines and Geology, Udaipur or Second Appellate Authority PSM Mines and Geology, Jaipur, in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

(2) Filing an appeal

a. 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Techno-commercial Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Techno-commercial Bid is found to be acceptable.

b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 bidding 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.

(3) Form and procedure of filing an appeal

a. An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(4) 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.

(5) Procedure for disposal of appeals

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 be placed on the State Public Procurement Portal.

**Memorandum of Appeal
under the RTPP Act, 2012**

Appeal Noof

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-1 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 Director, Department of Mines & Geology, Udaipur. Against their e-tender notice no..... dated on behalf of us.

These items are Warranted as follows :-

- (i) Comprehensive Two years onsite warranty for service, repair / replacement / maintenance of all accessories from the date of successful installation . (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 items as per prescribed maintenance schedule during the warranty period. He will be also responsible to ensure adequate regular supply of spare parts consumable or non-consumable needed for the same.
- (iii) In case of changes of authorized distributor/dealer/Indian agent we will inform the Director, 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 equipments as per the terms and conditions of the bidding document.

Signature of Principal Manufacturer with Seal

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



Annexure-2 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 two year 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 accessories / spare parts, etc. free of cost during the warranty period, if at all damaged under normal use. 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) 2 years after their successful installation by the bidder.

We further certify that we have adequate and authorised service facility in India for the products offered (accessories/ spares thereof) and we undertake to provide all technical support required for operation and maintenance of said items 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 seven days, then we shall provide necessary stand-by equipment/spare.

Seal of Manufacturer/ Supplier

Signature

Dated _____

Name & Address of Manufacturer / Supplier

Form Tech-8 Technical Specifications Compliance/Deviation for Bits and Reaming Shell (Group-A)

(To be executed on company/firm letter head – Self-attested)

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

S. No.	Item	Specification offered by bidder	Name/Make/Model and version of product	Supporting documents attached (Yes/No)	Certification from recognised institute attached (Yes/No)	Deviation if any from required specification, or if not applicable give complete reason
1	NX Impregnated Casing Shoe Bit, 45-55 cts					
2	NX Surface Set Casing Shoe Bit, 60/80 SPC, 11-13 cts					
3	NX Surface Set Casing Coring Diamond Bit, 60/80 SPC, 13-15 cts					
4	NQ WL Impregnated Core Bit, 80-100 cts					
5	NQ WL Impregnated Core Bit, 100-120 cts					
6	NQ WL Impregnated Core Bit, 55-65 cts					
7	NQ Surface Set Diamond Core Bit, 60/80 SPC, 20 cts					
8	BQ WL Impregnated Core Bit 85-95 cts					
9	NQ WL Surface Set Reaming Shell, 15/25 SPC, 8-11 cts					
10	BQ WL Surface Set Reaming Shell, 15/25 SPC, 5-8 cts					
	Accessories as mentioned in Technical Specifications should meet standards formulated by Bureau of Indian Standards or International Organization for Standardization or International Certifications. As a proof copies of appropriate certificates should be attached. Certificates regarding Mechanical/ Chemical properties, wherever applicable, from recognised institutes should also be attached.					






Signature of the bidder

Technical Specification

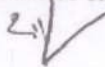
GROUP-(A) BITS AND REAMING SHELL		
S. No.	Article description	Approx. Qty.
1	NX Impregnated Casing Shoe Bit, 45-55 cts	25
2	NX Surface Set Casing Shoe Bit, 60-80 SPC, 11-13cts	6
3	NX Surface Set Casing Coring Diamond Bit, 60-80 SPC, 13-15cts	10
4	NQ WL Impregnated Core Bit, 80-100 cts	35
5	NQ WL Impregnated Core Bit, 100-120 cts	25
6	NQ WL Impregnated Core Bit, 55-65 cts	65
7	NQ Diamond Core Bit, 60-80 SPC, 20 cts	30
8	BQ WL Impregnated Core Bit 85-95 cts	40
9	NQ WL Surface Set Reaming Shell, 15-25 SPC, 8-11 cts	35
10	BQ WL Surface Set Reaming Shell, 15-25 SPC, 5-8 cts	15

SPECIFICATIONS :-

- (A)1. DCDMA and BSS 4019, Part-1, 1974 Dimensions and Standards should be maintained for making all bits and reaming shells.
2. New premium processed diamonds should be used as per international standards for making all type of bits and reaming shell.
3. **For impregnated bits** new small diamonds or diamond powder must be used with hard matrix in which diamonds are impregnated ensuring that new sharp diamonds become active when outer diamonds are worn out. The matrix must be formulated using 100% virgin, premium-grade synthetic diamond grit. The use of reclaimed, recycled, or scrap diamonds is strictly prohibited and will lead to immediate rejection. Diamonds must be uniformly distributed throughout the entire depth of the crown matrix (impregnation depth) to ensure consistent cutting performance until the matrix is fully consumed.
4. **For Surface Set Diamond Core Bits & Casing Coring Bits** only high-quality, structurally sound, highly spherical natural diamonds or premium synthetic drill stones of Grade AAA (or equivalent top-tier grade) shall be used. Heavily fractured, flawed, or irregular stones are unacceptable. SPC The stone size must strictly adhere to the specified 60/80 SPC (Stones Per Carat). Mixing smaller or larger stones outside this range to artificially meet the carat weight is prohibited. Diamonds must be meticulously set into the Mold to ensure a uniform cutting layout, providing overlapping coverage to prevent rings from forming in the rock face. The matrix holding the surface-set stones must be highly resistant to erosion from abrasive drill cuttings and high-pressure flushing fluids.
5. **Wireline Reaming Shells (NQ WL, BQ WL)** must be surface-set using premium 15/25 SPC diamonds. The diamonds must be large and robust enough to maintain the exact hole gauge and stabilize the core barrel in abrasive formations. In addition to the surface-set diamonds, the outer pads/rings of the reaming shell must be heavily reinforced with Tungsten Carbide inserts or a highly abrasion-resistant hard-facing matrix to ensure that the steel body does not erode before the diamonds are consumed. Must feature deep, optimized spiral or straight waterways to allow maximum fluid bypass without restricting mud flow or causing the drill string to hydraulically lock.
6. **The Diamond Core Drill Bits of BQ and NQ size** shall be provided with minimum 4 (Four) number water ways, evenly spaced, to ensure efficient cooling of the bit and proper flushing







of drill cuttings during drilling operations. Any deviation shall be liable for rejection at the time of inspection.

7. **Q-Series bits and reaming shell** should strictly be manufactured as per E.J. Long year wireline specifications and be interchangeable with Long year product.
 8. The steel bodies (blanks) for all bits, shoes, and shells must be machined from high-grade, seamless alloy steel. All threads must be precisely CNC machined and 100% compatible with standard DCDMA (Diamond Core Drill Manufacturers Association) and BS 4019 specifications. Threads must make up smoothly by hand without galling or cross-threading. The entire bit/shell assembly must be perfectly concentric. Any runout or wobble will cause severe core blockage and premature diamond wear, and any such bit will be rejected.
 9. Manufacturers trade mark and number should be engraved on bit and reaming shell.
 10. Shank and Matrix hardness certificate should be sent with material.
 11. The supply should be accompanied by Government Approved Laboratory Test Certificate(s) issued by a recognised institution. Certificates regarding Mechanical/ Chemical properties, wherever applicable, from recognised institutes should also be attached.
- (B) With every batch delivered, the supplier must provide an original, verifiable Manufacturer's Certificate of Conformity (CoC) or Test Certificate explicitly stating the exact actual Carat Weight (CTS), the Stone Size (SPC, where applicable), and the Matrix Series/Hardness supplied. Generic certificates without specific carat weights will not be accepted."
- (C) The items mentioned in above list should be genuine, new and should not be painted. Else may be rejected at the time of inspection.
- (D) The items mentioned above must have 2 year warranty/guarantee certificate.

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