

Bidding document for Lab Equipment- MANUAL HYDRAULIC CORE SPLITTER (Group-I)

Government of Rajasthan

Directorate of Mines & Geology

Khanij Bhawan, Shastri Circle, Udaipur-313 001

Email- po.mg@rajasthan.gov.in

No. DMG/

Date:

06

E-TENDER NOTICE NO. /2025-26

e-Tenders are invited for the Supply & installation of Machinery/laboratory equipment's as tabulated below: Tenders are to be submitted "online" in two envelop base viz. Technical Bid and Financial Bid.

S. No.	Group	Description of item	Quantity	Total Estimated Cost (in Rs.)	Bid Security (Rs.) 2% of estimated cost	Tender Fee (Non Refundable) (Rs.)	Processing Fee (Non Refundable) (Rs.)
1	I	Manual Hydraulic Core Splitter	6	12,00,000/-	24,000/-	5,000	500

1. Detailed information may be seen/tender document downloaded from the website <https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>, <https://mines.rajasthan.gov.in>
2. Tender is to be submitted online on website <https://eproc.rajasthan.gov.in> 1.00pm
3. Last date and time for submission of online tender is 05.02.2026 time Technical bid of the tender will be opened online on date 05.02.2026 at 3.00 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.	...06...../2025-26								
Name & Address of the Procuring Entity	Directorate, Mines & Geology Department Khanij Bhawan, Shastri Circle, Udaipur-313001								
Subject Matter of Procurement	Supply & installation of Manual Hydraulic Core Splitter								
Bid Procedure	Single-stage: two part (envelop) national open competitive e-Bid procedure at https://eproc.rajasthan.gov.in								
Bid Evaluation Criteria (Selection Method)	Least Cost for package								
Websites for downloading Bidding document, Corrigendum's, Addendums etc.	Websites: https://sppp.rajasthan.gov.in https://eproc.rajasthan.gov.in , https://mines.rajasthan.gov.in								
Fees	Bidding Document Fees/ Tender Fees	Bidding Document (Tender) Fee: Rs. 5000/- (Rupees Five Thousand only) online through e-GRAS portal. (e-GRAS :- Budget Head-0075-00-800-52-01)							
	RISL Processing Fee	RISL Processing Fee: Rs. 500/- (Rupees Five Hundred only) online through e-GRAS portal. RISL Processing Fee Head:- 8658-00-102-16-01							
	Bid Security (EMD)	Bid Security 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 -8443-00-103-00-00 Bid Security Fee: Amount (INR):							
		<table border="1"> <thead> <tr> <th>Item</th> <th>General</th> <th>MSME/SI</th> <th>Sick Industries</th> </tr> </thead> <tbody> <tr> <td>Manual Hydraulic Core Splitter</td> <td>24,000/-</td> <td>6000</td> <td>12000</td> </tr> </tbody> </table>	Item	General	MSME/SI	Sick Industries	Manual Hydraulic Core Splitter	24,000/-	6000
Item	General	MSME/SI	Sick Industries						
Manual Hydraulic Core Splitter	24,000/-	6000	12000						
Estimated Procurement Value	Rs 12,00,000/- (including CAMC with all taxes and charges)								
Estimated Completion deadline of project	60 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:15.01.2026 End Date: ..05.02.2026..... Time:1.00 pm								
Submission of Tender Fee, Processing Fee, Bid Security*	Date: ..05.02.2026....., Time.....1.00 pm 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: ..05.02.2026.... 3.00 pm Time:								
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders								
Bid Validity	90 days from bid opening date								

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Instruction to Bidders for online Tendering (e-tendering)

- The bidders who are interested in bidding can download bid documents from <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 05.02.2026 of date1.00.p.m...
- *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, Safecrypt, Ncode 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)

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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.

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>)

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4. Pre-Bid Conference

The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date 22.01.2026 and time 11.00 am. 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) RTPP 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.

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

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 RTPP 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 in the same manner as the publication of the initial bidding documents.*

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

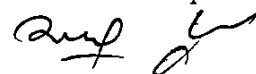
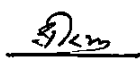
Documents Comprising of Bids - The Bid comprise of two (02) covers, both covers must be submitted simultaneously.

- **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**.
- **Bid Prices** - Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms [**Form Fin1 Price Schedule for Supply**]
- Bid prices quoted should include all taxes, costs associated with **Packing and Documents, Insurance, Transportation, Installation, Erection, CAMC for five years Training and Commissioning** 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



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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 24,000/- for normal bidder, Rs. 6000/- for SSI/MSME unit and Rs. 12,000/- for Sick Industries . Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from 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. *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 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

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- 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**.

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

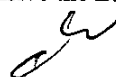
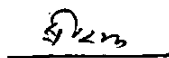


2. Preliminary Examination -

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



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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**.

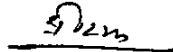
4. Evaluation of Financial Bid -

- The evaluation would be done Least Cost for the package which includes cost of equipment, accessories and CAMC for five years after expiry of warranty/guarantee period. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., bidder will supply item/items free of cost and the total amount would be computed accordingly.
- There is no option with bidder to submit quote for partial quantity of any item/items of any item/items. Procuring Entity will award the contract to the lowest responsive bidder for that package. Discounts offered of any kind shall not be considered. Sub – contracting/ subletting of supply of goods or related services is not allowed.
- if total amount of CAMC for five years is less than 10 percent of quoted rate of equipment with accessories than the bidder will have to deposit additional performance security proportionately. For example if a bidder quote CAMC amount equal to 8 percent of price quoted for equipment with accessories, he will have to deposit 2 percent additional performance security.
- Additional performance security means performance security other than 5 % security.
- 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;
 - 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


Sd/-


Sd/-





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as per Rule 69 of RTPP Rules.

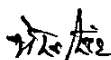
III. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

6. **Purchase preference** - For items other than reserved items, if MSME 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]

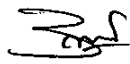
2.6. Award of Contract

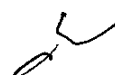
1. Acceptance and Award of Contract

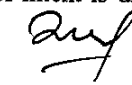
1. As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated.
2. As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring 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 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 registered 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 fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.











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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.

3. 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 Contract.

4. Signing of Contract

1. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 7 days of issuance of letter of acceptance/purchase order. The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department. Selected bidder will be issued letter of acceptance/purchase order, who will be required to deposit Performance Security within a period of 7 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 RTPP Act and Rule 76(3) of RTPP Rules

5. 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 amount of supply order goods. In case of Small Scale Industries 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


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Bidding document for Lab Equipment- MANUAL HYDRAULIC CORE SPLITTER (Group-I)

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.

6. 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:

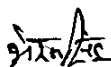
- i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and/or
- ii. As per Section 46 of RTPP Act, the bidder may be debarred 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.



3. Evaluation and Qualification Criteria

3.1. Lowest Priced Bid Selection Method

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),

3.2. Pre-Qualification Criteria

Pre-Qualification/Eligibility Criteria

S.No.	Basic Requirement	Specific Requirements	Documents to be submitted
1.	Legal Entity	The bidder should be a proprietor ship firm registered under the Rajasthan Shops & Commercial Establishments Act or a similar act of any other State/Union, as applicable OR A company registered under India Companies Act 1956 OR A partnership firm registered under Indian Partnership Act 1932	Copy of valid Registration Certificates/ copy of certificate of incorporation
2	OEM Authorization	(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 authorized service station, authorization certificate from manufacturer to be enclosed.	As a proof, company profile/authorization from manufacture in original on the letter head should be attached.
3.	Financial: Turn over from related work	The Bidder should have minimum average turnover not less than 25 lakhs from supply/service of laboratory equipment in last three years as per the audited financial statement.	Audited copies of Balance Sheet and Profit & Loss Account of last Three Financial years 2022-23, 2023-24 OR 2024-25 Certificate from CA with CA's Registration No. & Seal
4	Financial: Net worth	The Bidder should have positive net worth in last 2 financial years.	Certificate from CA with CA's Registration No. & Seal
5.	Tax registration	The bidder should have registered number of (i) GST (ii) Income Tax PAN	Copy of GST registration and PAN card.
6.	Declaration	Declaration by bidders	As per form Tech-3

3.3 Purchase Preference

For items other than reserved items, if MSME firms participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of 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

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.

5.4.2a Payments for equated for installment 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,

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Mines & 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 Payment for CAMC shall be made after the completion of three year comprehensive warranty in the manner described below:-

i. The successful (L1) bidder will have to submit justified year wise break up of CA<C amount before signing the agreement contract in below table.

S.No.	Year	Amount inclusive of all taxes and expenses (In Rs.)
1	1 st Year – (After the completion of three year comprehensive warranty)	
2	2 nd Year	
3.	3 rd Year	
4.	4 th Year	
5.	5 th Year	

The procuring entity will evaluate and take the decision on year wise distributed amount which shall be final and must be accepted by the successful (L1) bidder.

ii. The payment will be made on year wise basis accordingly after the completion of each year and on receiving satisfactory report from the user.

5.4.3 Taxes and Duties

- Any taxes, if applicable, shall be deducted at source by DMG as per prevailing rates.
- 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.
- 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 07 days or a period specified in the document, 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:

- Deposit through **e-GRAS**; or
- Bank Draft
- 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
- 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 shall be got verified from the issuing bank and confirmer, if any.; or


S.D.B./K.E


S.D.B./K.E





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- 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:

- 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 **RTPP Act and Chapter VI of RTPP 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

gita/te

SP/20

[Signature]

[Signature]

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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 RTPP 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 3 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.

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.

The supplier shall be responsible for supply of all spares parts regarding MANUAL HYDRAULIC CORE SPLITTER, for at least 10 years that are mandatory for the smooth functioning of Machine/Equipment and its accessories.

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,

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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

5.5.1 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

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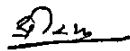
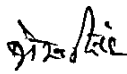
and in such manner as it deems appropriate, the Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with 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



Bidding document for Lab Equipment- MANUAL HYDRAULIC CORE SPLITTER (Group-I)**TECHNICAL BID**

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

Addressed to: ADD. DIRECTOR (ADMINISTRATION)), Directorate of 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 proprietor ship firm registered under the Rajasthan Shops & Commercial Establishments Act or a similar act of any other State/Union, as applicable OR A company registered under India Companies Act 1956 OR A partnership firm registered under Indian Partnership Act 1932	Copy of valid Registration Certificates/ copy of certificate of incorporation	
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 manufacture in original on the letter head should be attached.	
3	The Bidder should have minimum average turnover not less than 25 Lacks from supply/service of laboratory equipment in last three years as per the audited financial statement.	Audited copies of Balance Sheet and Profit & Loss Account of last Three Financial years, 2022-23, 2023-24 OR 2024-25 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 9001:2015/ISO 27001/ISO 20000	Copy of valid certificate	
6	(i) Name/Make and model number of instrument (ii) Technical leaflets / brochures / literature in Hindi/English version only including list of authorized service center.		
7	Whether technical specification of items being tendered match with the technical specification mentioned in the tender		

[Signature]

[Signature]

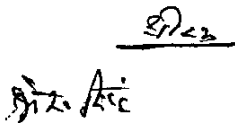
[Signatures]

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	document- yes/no		
8	Scanned copies of Bank Draft / e-Grass challan for tender fee, processing fee and bid security	(a) Tender fee : Bank Drafts/ e-Grass challan amounting Rs.....no.....date..... Bank name..... (b) Bid security : Bank Drafts/ e-Grass challan amounting Rs.... no..... date.....Bank name.....	
9	Declaration	As per form tech-1 letter of bid As per form tech-2 Power of Attorney for signing of Bid As per form tech-3 Declarations by the Bidder	
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.	All mention document duly signed by the bidder (as token of their acceptance of the terms mentioned therein) and submitted online.	

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







A.1. 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)

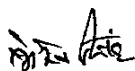
Witness 1

designation

Witness 2

address

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



A.2. 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.

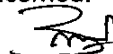
c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(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



Bidding document for Lab Equipment- MANUAL HYDRAULIC CORE SPLITTER (Group-I)

- 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)

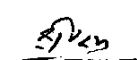
7. Prayer:

Place

Date

Appellant's Signature











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: [insert complete name of the Procuring Entity]

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, the following Goods: [insert a brief description of the Goods].

(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,

(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: _____ [insert complete name of person signing the bid]

In the capacity of _____ [insert legal capacity of person signing the bid]

Signed: _____ [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Bid for and on behalf of _____ [insert complete name of the bidder]

Date: _____ [insert date of signing]

Form TECH-2 Power of Attorney for signing of Bid

(To be executed on a Non-judicial Stamp Paper duly notarized)

Know all men by these presents, We..... [name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. [name], son/daughter/wife of[name]..... and presently residing at[place name]....., who is presently employed with us and holding the position of[designation]....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of ".....[mention goods]....." required by [Name of the Procuring Authority] (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For

[Signature, name, designation and Address]

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]



Form TECH-3 Declarations by the Bidder

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

In relation to our Bid submitted to [enter designation and address of the procuring entity] 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.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

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 –

Bidding document for Lab Equipment- MANUAL HYDRAULIC CORE SPLITTER (Group-I)

- 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:

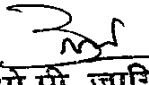
Signature of Bidder

Place:

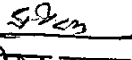
Name:

Designation:

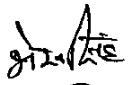
Address:


ओ.पी. जागिड़
वरिष्ठ भू-वैज्ञानिक (पेट्रॉ.)
निदेशालय खान एवं भू-विज्ञान विभाग
उदयपुर (राज.)


अतिरिक्त निदेशक (भूविज्ञान) मु.
खान एवं भूविज्ञान विभाग
निदेशालय, उदयपुर।


वरिष्ठ रसायनज्ञ
निदेशालय खान एवं भूविज्ञान विभाग,
राजस्थान, उदयपुर


चेतन कुमार संचेती
सहायक लेखाधिकारी ग्रेड-1st
निदेशालय खान एवं भू-विज्ञान विभाग
उदयपुर (राज.)


(मेरु सिंह-पुंडानत)
A.A.D.
निदेशालय खान एवं भू-विज्ञान
उदयपुर (राज.)

Technical specifications of Manual Hydraulic Core Splitter

S.N.	Specifications	Technical Specification
1.	Type	Manual Hydraulic Core Splitter with suitable stand
2.	Core Diameter	AQ, BQ & NQ and unto NX
3.	Core Length	Up to max.200 mm
4.	Mounting	V- Block type
5.	Cutting type	High force edge impact using Manual Hydraulic Hand Pump/mechanism.
6.	Cutting Blade	Hardened steel V-Blade with hardness 52 to 54HRC.
7.	Power Source	Heavy duty construction manual Hand pump with Integral relief & Release Valve.
8.	Cylinder Stroke	100 ± 10 mm
9.	Installation and Commissioning	The bidder to carryout Installation and commissioning at C onsignee place
10.	Training of Equipment, and Operation	The bidder to impart hardware training at consignee for minimum 5 working days after successful commissioning of equipment at Consignee place .
11.	Delivery Period	Delivery should be within 2 months or earlier from the date of Supply Order. Bidder should accept delivery schedule of the tender or improved delivery, failing which bid shall not be considered.
12.	Special Terms and Conditions	1. Installation & commissioning at consignee place. Pre-installation requirements which will be supplied by the vendor are to be mentioned. All expenditures are to be borne by the vendor. 2. The bidder to provide full-service facility details to ensure technical support. 3. All user & operation manual should be in English and need to be supplied at the time of delivery.
13.	Warranty	There will be mandatory Minimum three (3) years standard onsite warranty for instruments and all the attached accessories (i.e. inclusive in rates); from the date of satisfactory installation and commissioning certificate issued by the consignee. • Operation & Service Manual - Minimum 1 copy • Pre-qualification Criteria - The bidder should have supplied and installed at least 5 No. of Core Splitter in the country in last 5 years from the date of floating of tender. Documentary evidence in form of purchase order/tax invoice, installation and performance report need to be submitted. • Delivery of the instrument: The equipment along with accessories should be delivered to Consignee, within up to 2 Months or earlier from the date of issue of supply order. • Installation Commissioning and training: Installation, Commissioning will be done at the premises Consignee, by the

Gahlot

लेखाधिकारी
ज्ञान एवं भू-विज्ञान विभाग
उदयपुर (राजस्थान)

Dr. Ramesh
वरिष्ठ रसायनज्ञ

निदेशालय खान एवं भूविज्ञान विभाग,

Ms. Jyoti
ओ.पी. जागिई

वरिष्ठ भू-वैज्ञानिक (पेट्रोलियम)
निदेशालय खान एवं भूविज्ञान विभाग
उदयपुर।

21/11

अतिरिक्त निदेशक (भूविज्ञान) मु.
ज्ञान एवं भूविज्ञान विभाग
निदेशालय, उदयपुर।

		authorized service engineer of the bidder at no extra cost. The engineer will also provide 10 working days free of cost training to Consignee executives for calibration, operation & regular maintenance of the instrument after installation and commissioning. - The vendor should certify that (a) The equipment is of latest technology. (b) The equipment will be upgraded as and when required. (c) The equipment will be promptly and properly serviced by the supplier when desired by consignee.
14.	Terms & Conditions	a) During warrantee of the instrument, the firm has to provide 02 preventive maintenances on yearly basis & unlimited corrective maintenance/Breakdown as and when required. b) The maximum response time from the date of lodging of complains should be two working days. During breakdown the total allowable time for rectification should not exceed 10 working days. c) If the breakdown time is more than the specified limit, at Installation & commissioning site may impose the loss & damages (L/D) as per the extent of rules subject to rejection of the submitted justification


 (श्रीराम बलाई)
 वरिष्ठ रसायनज्ञ
 निदेशालय खान एवं भूविज्ञान विभाग,
 राजस्थान, उदयपुर


 (वर्षा महलोत)
 लेखाधिकारी
 उदयपुर
 बानिज्य सेवा विभाग (राजस्थान)
 उदयपुर


 (ओ पी जांगिड)
 वरिष्ठ भूवैज्ञानिक (पेट्रोलियम)
 निदेशालय खान एवं भूविज्ञान विभाग,
 राजस्थान, उदयपुर


 (गोपाल राम)
 अतिरिक्त निदेशक (भूविज्ञान) मु०,
 खान एवं भूविज्ञान विभाग,
 निदेशालय, उदयपुर।