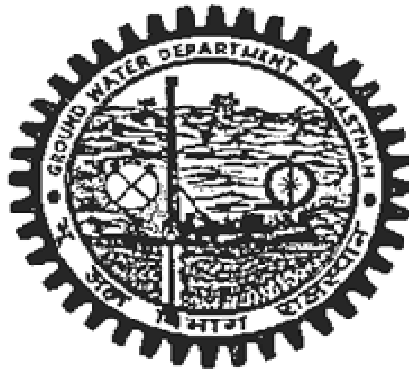


GOVERNMENT OF RAJASTHAN

BID DOCUMENT

FOR

**Supply of Goods :- *Procurement of Bentonite Powder
through Annual Rate Contract***



**NIT No ET – 2 /2020 – 21 DATE 21.09.2020
ITEM NO.1**

**SUPERINTENDING ENGINEER
(CENTRAL STORE)
GROUND WATER DEPARTMENT
NEW POWER HOUSE ROAD
JODHPUR – 342 001**

Tel : 0291-2431942 (O)

FAX : 0291 – 2431942 / 2631295

E – mail : secsgwdjdpr@gmail.com/ secsgw-jod-rj@gov.in

website : <http://phedwater.rajasthan.gov.in/gwd#>

Sept. 2020

Supply of Goods	Rate Contract for Supply of Bentonite Powder at various destinations
------------------------	---

Issued to:

M/s

1	Cost of tender documents (Bid Document Fee)	: Rs. 500/- to be submitted in the form of CIN Receipt as mentioned in point no. 16 of SCC
2	e – tender processing fee	: Rs. 500/- to be submitted in the form of CIN Receipt as mentioned in point no. 16 of SCC
3	Estimated Cost	: Rs. 28.00 Lacs
4	Earnest Money (Bid Security) (As per FD (G&T) Circular dated 13.08.2020)	: Rs. 28000/-for all enterprises other than Micro, Small & Medium Enterprises of Rajasthan. Rs. 7000/-for Micro, Small and Medium Enterprises of the State of Rajasthan.
5	Place and address of Selling of tenders (may be downloaded from http://eproc.rajasthan.gov.in)	: Superintending Engineer, (Central Store) GWD, New Power House Road, Opp. Hindustan Radiator, Jodhpur – 342 001
6	Place and address of receiving and opening of tender. (tenders are to be uploaded electronically on http://eproc.rajasthan.gov.in and will be opened online)	: Telephone No.(0291) 2431942 Fax : 0291 – 2431942/ 2631295e-mail: / secsgw-jod-rj@gov.in website : http://phedwater.rajasthan.gov.in/gwd#
7	Last Date for downloading of tender documents	: 22.12.2020 up to 1.00 P.M.
8	Last date for online uploading of tender documents <u>along with CIN receipt (about proof of deposit of requisite Bid document fee, Bid Processing Fee and Bid Security).</u>	: 22.12.2020 up to 1.00 PM
9	Date and time of opening Of technical bid (Qualifying Bid) Online	: 22.12.2020 (at 3.30 PM) In the office of the Superintending Engineer, (Central Store) GWD, Jodhpur (Online opening)
10	Validity of tenders	: 90 days from the date of opening of bid.

**Superintending Engineer
(Central Store), GWD, Jodhpur**

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Section – (a)

**Notice Inviting Bid
(NIB)**

OFFICE OF THE CHIEF ENGINEER
GROUND WATER DEPARTMENT, NEW POWER HOUSE ROAD, JODHPUR
 0291 - 2431942 / 2432765 website <http://phedwater.rajasthan.gov.in/gwd#> GSTIN:08JDHS01576B1D5 mail -
 secsgwdjdpr@gmail.com/secsgw-jod-rj@gov.in/chiefgwd3@gmail.com

TENDER NO. ET - 2 /GWD/CST/2020 - 21 DTD. 21.09.2020

NOTICE INVITING BID

1. Online tenders are hereby invited on behalf of Governor of Rajasthan for the supply of goods as indicated below on rate contract basis from manufacturer/Fabricators/ whole seller/ distributor/ dealer/ authorized dealer/ sole selling agent/marketing agent / Tenderers having experience and ability of supplying such items and fulfilling the qualification criteria. The tender documents can be downloaded from the web site <http://eproc.rajasthan.gov.in> . Details of the tender notification and tender Condition can also be seen in the NIB exhibited on web site www.dipronline.org or depttl.rajasthan.gov.in Website :<http://phedwater.rajasthan.gov.in/gwd#> Tenders are to be submitted online electronic format on website <http://eproc.rajasthan.gov.in>. The schedule of dates for each tender item is defined against the item.

2. **GENERAL DETAILS OF GOODS :-**

I. N .	Particulars of the tendered Item / work	Estimated Tender Value (Rs. In Lakhs)	EMD (in Rs.)	Tender Document Fee	e-Tender Processing Fee	Last Date / time for online availability & uploading of the bid along with CIN receipt	Date of online opening of Technical Bids
1	Rate Contract for Supply of Bentonite Powder	28.00	28000/-	500/-	500/-	22.12.2020 upto 1:00 pm	22.12.2020 at 3:30 pm
2	Supply of External upset drill pipes size 88.9 x 6096 mm	85.00	85000/-	500/-	1000/-	21.12.2020 upto 1:00 pm	21.12.2020 at 3:30 pm
3	Supply of Flush Jointed drill pipes of various sizes	12.00	12000/-	500/-	500/-	21.12.2020 upto 1:00 pm	21.12.2020 at 3:30 pm

3. **Instructions to Bidders for online e-tendering :**

- a. The bidders who are interested in bidding can download the tender documents from <http://eproc.rajasthan.gov.in> and from <http://sppp.rajasthan.gov.in/>
- b. The bidders who wish to participate in the tenders will have to register on <http://eproc.rajasthan.gov.in> Further, bidders who wish to participate will have to procure Digital Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids.
- c. Bidder shall submit their offer on-line in Electronic format on above mentioned web site on or before the date mentioned here in above.
4. Online submission of tenders will be opened on the scheduled date at specified time mentioned above in the table by the tender opening committee in the OFFICE OF THE SUPDTG. ENGINEER (CENTRAL STORE), GWD, JODHPUR
5. Before electronically submitting the tenders, it should be ensured that all the tender papers including the conditions of the contract are digitally signed and uploaded by the tenderer.
- 6.1. Bidders are requested to deposit requisite amount against bid security, bid document fee and bid processing fee (for RISL) in consolidation through eGRAS portal through single challan (through online payment gateway system), in respective budget head & office code, to be generated online on web portal <http://egras.raj.nic.in/> following the procedure as detailed at point No. 16 of Special Conditions of Contract.
- 6.2. Bidders are required to register as registered user on e-grass web portal.
- 6.3. After successful payment of all above fee through single challan, CIN Receipt will be generated. Scanned copy of the same (CIN receipt) is required to be uploaded along with technical bid at e-proc portal www.eproc.rajasthan.gov.in. The bid uploaded without CIN receipt will be rejected.

- 6.4. The bidders are requested to go through Finance (G&T) Deptt., Govt. of Rajasthan circular no. F6(5)FD/GF&AR/2018 dated 27/04/2020 & F6(5)FD/GF&AR/2018 dated 09/07/2020, for more details.
 7. No conditional tenders shall be accepted and will be rejected summarily forthwith.
 8. The department will not be responsible for any delay on account of late submission of tenders.
 9. All pages and schedules of tender documents shall be essentially filled in (wherever required) and shall be signed by the tenderer.
 10. The deptt. is not bound to accept the lowest tender, and reserves the right to reject any or all the tenders received without assigning any reason.
 11. Tender fee is non refundable.
 12. All the conditions shall be prevailing as detailed out in the departmental tender document (in the respective sections/volumes)
 13. **No tenders will be accepted in physical forms.**
- Note:** In case there is any holiday on the date mentioned above, the activities assigned on that date shall be carried out on the next working day.

**CHIEF ENGINEER,
GWD, JODHPUR**

राजस्थान - सरकार

मुख्य अभियन्ता भू - जल विभाग, न्यू पावर हाउस रोड, जोधपुर

दूरभाष 0291-2432765/2431942, फ़ैक्स- 0291 - 2631295 mail - secsgwdjpr@gmail.com /secsgw-jod-rj@gov.in
chiefgwd3@gmail.com, website http://phedwater.rajasthan.gov.in/gwd# GSTIN:08JDHS01576B1D5

-: निविदा सूचना :-

निविदा संख्या : ET-2/CST/GWD/JU/2020 - 21 दिनांक 21.09.2020

राजस्थान के राज्यपाल की ओर से अधोहस्ताक्षरकर्ता द्वारा निम्नानुसार सामग्री की आपूर्ति हेतु निविदादाताओं से "डबल कवर सिस्टम (खि भाग)" के तहत ई-निविदाएँ आमंत्रित की जाती हैं:-

आइटम संख्या	विवरण	यू. बी. एन. नं.
1	बेन्टोनाईट पाऊडर की आपूर्ति हेतु वार्षिक दर संविदा। अनुमानित मूल्य -रु. 28.00 लाख	
2	एक्सट्रनल अपसेट ड्रिल पाईप की आपूर्ति। अनुमानित मूल्य-रु. 85.00 लाख	
3.	फ्लश जोईन्टेड ड्रिल पाईप की आपूर्ति। अनुमानित मूल्य-रु. 12.00 लाख	

निविदा प्रपत्र एवं निविदा से सम्बन्धित समस्त शर्तें विभागीय वेबसाईट <http://phedwater.rajasthan.gov.in/gwd#>, <http://sppp.rajasthan.gov.in/> एवं <http://www.eproc.rajasthan.gov.in> पर उपलब्ध है।

(सूरजभान सिंह)
मुख्य अभियन्ता
भू जल विभाग, जोधपुर

Section – (b)
Instruction to Bidders
(ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General Information :

- 1.1 **Executing Agency / Purchaser :** The Executing Agency or Purchaser for the supply of the tendered goods / execution of this work is the Ground Water Department, Jodhpur Rajasthan through the Superintending Engineer (Central Store) G.W.D. Jodhpur, or other agency as decided by the Govt.
 - 1.2 **Type of Contract:** The Contract is item rate type contract which includes supply of the goods as per tender specification upon approved rates under the contract period. The name of the supply of goods under this Contract “ **Rate Contract for supply of Bentonite Powder at Ex. Works & at various destinations (consignee stores)**”.
 - 1.3 All supply of goods, proposed for supply under the Contract, are notified in the bid document under the headline “Scope of work” and “Technical Specifications”.
 - 1.4 The Bidder is required to study all instructions, forms, terms, conditions and other details in the bid documents before completing the Price schedule. The Drawings, Specifications, Schedules etc. are to be considered as explanatory of each other and no advantage shall be taken of any omission in bid documents. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
 - 1.5 The bidder shall sign a declaration under the official Secrets Act for maintaining secrecy of the bid documents, drawings or other records connected with the work given to him in form given at appendix 5. Failure to observe the secrecy of the bids will render the bids of the Bidders, liable to summary rejection.
 - 1.6 Bidders shall submit only unconditional bids. Conditional bids are liable to be rejected summarily. The bid documents show already the specific terms and conditions on which bids are required by the Department, Hence all bids should be in strict conformity with the bid documents and should be fulfilled in, wherever necessary, and initialed. Incomplete bid is liable to be rejected. The terms and conditions of the bid documents are firm; as such conditional bids are liable to be rejected.
 - 1.7 The contractor / supplier shall comply with the provisions of the Apprenticeship Act 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The contractor / supplier shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the act.
 - 1.8 If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the competent authority not to consider the tender, forfeit the amount of bid security and /or de-list the contractor / supplier.
 - 1.9 General directions and descriptions of work and materials given in the Specification or shown on the Drawing are not necessarily repeated in the Price Schedule and reference is to be made to the Specification and the Drawings for this information.
2. The tenderer firm should be essentially GST registered and shall submit copy of the self-attested document about GST Registration.
 3. **Address for Communications:** Superintending Engineer (Central Store), Ground Water Department, New Power House Road, Jodhpur – 342001 . Ph. 0291 – 2431942 email – secsgwdjdpr@gmail.com. /secsgw-jod-rj@gov.in
 4. **Period of Rate Contract:**
 - 4.1 It is proposed to conclude Annual Rate Contract for the tendered item accordingly the period of the Rate Contract is **12 months** from the date of issuance of Rate Contract Letter. However the period of contract may be extended for a further period of 3 months or for an additional quantity of 50% of the tendered quantity whichever occur earlier with mutual acceptance.

4.2 Definitions:

4.2.1 Facilities: Shall mean all works and its equipment(s), components which have been supplied and/or installed or designed, and/or constructed in the contract for works and shall include any additions, modifications, alterations, replacement and/or repairs as may be made thereto from time to time during execution period.

4.2.2 Clause : Unless otherwise mentioned, the reference to “clause” made in any section of the document, it shall mean referenced clause of that section.

4.2.3 Bid and Tender, Bidder and Tenderer, Bid Security and Earnest Money Deposit : The word 'Bid' and 'Tender' or word 'Bidder' and 'Tenderer' or 'Bid Security' and 'Earnest Money Deposit' used in the tender/bid document be treated as synonymous.

4. Eligibility and Pre-Qualification Criteria: - The tenderer shall fulfill all the following conditions to qualify for tendering for the work.

4.1 Eligibility Criteria:

(A) Technical Criteria :

1. **Work Experience:** The Tenderer should have experience of supplying the tendered item i.e. Bentonite Powder. The tenderer will have to submit the copies of the documents indicating experience of supplying at least a minimum Quantity of 1000 MT Bentonite Powder in at least one year from last 5 financial years .
2. **Ownership of Manufacturing Unit / Mill and Mines:**
 - (i) It is not necessary for a tenderer to have manufacturing unit / mill. It is preferable for a tenderer to have manufacturing unit for the tendered item, however if the tenderer is not having manufacturing unit he will furnish an undertaking from the manufacturer about the supply of material in required quantity and quality.
 - (ii) It is not necessary for a tenderer to have mine(s) for raw material of tendered item. If tenderer is also mines owner he shall have to furnish copy of certificate from mining deptt in support of this. If tenderer will procure raw material from other mines he will furnish undertaking from mines owner about supply of raw material of required quantity. The tenderer shall have to furnish the details of mines from where the raw material will be procured.
3. **Qualification to the sample test:** It is essential for a tenderer to submit a test certificate of the offered product duly tested through government recognized laboratory or through DMG Laboratory for parameters of tender specifications. A test certificate issued by such laboratory indicating that the offered product qualified in each parameter of depttl. tender specification will only be considered as qualified for opening of financial offer along with fulfillment of other criteria, failing which the offer will be disqualified from opening of their Financial Bid.

(B) Financial & Other Criteria :

1. Tenderer firm will have to upload proof of depositing Bid Security (earnest money) /tender fee / e – tender processing fee in prescribed form as mentioned at point no. 16 of SCC of tender document, along with technical bid.
2. Responsive to all requirements of the tender documents and the instruction.

The Bidder should provide all the pre-qualification information in the prescribed formats.

5. Bid Document :

5.1 Content of Bid Document : The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bid documents. The bid documents include the following sections, and addendum's issued till the date of submission of the bid:

- Notice Inviting Bids (NIB)
- Instruction to Bidders (ITB)
- Bid Data Sheet (BDS)
- Qualification and Evaluation Criteria
- Bidding Forms
- Conditions of Contract and Contract Forms :
 - (i) General Conditions of Contract
 - (ii) Special Conditions of Contract
 - (iii) Contract Forms
- Appendixes including appendix for technical specifications etc.
- Annexure and forms as per RTPP Rules 2013
- Schedule of Prices / BOQ

5.2 Cost of Bidding:

5.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

5.2.2 It shall be obligatory on the successful bidder to pay stamp charges on the contract for preparation of contract agreement, as ruling on date of execution of the contract agreement.

5.3 Site Visit Before Bidding :

5.3.1 The Bidder and any of its personnel or agents will be granted permission by the Department to enter upon its premises and lands for the purpose of such site visits / visits of the area where supply is to be executed. But the bidder and its personnel will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visits.

5.3.2 Bidder to inform himself fully :The Bidder shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract price, as to the general circumstances at the delivery site of the material, as to the general labour position, as to the transport conditions, as to availability of approach road, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these. Bidders are invited to visit the site with prior appointment with the Department.

The Department will not be responsible for the personnel of the Bidder and for all acts in relation with the site inspection.

No claims except as otherwise expressly provided will afterwards be accepted due to non-inspection of the site. The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the Department.

5.4 Omissions, errors and Clarification : Bidders shall carefully examine the scope of work and / or specifications of the goods and fully inform themselves as to the conditions and matters, which may in any way affect the work / supply or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify the Department in writing. Bidder is requested, to submit all clarifications in writing or by fax, to reach the Department not later than 5 days before the last date of bid submission. The Department may respond to any request that is made prior to this deadline.

Any resulting interpretation or modification of the bid documents shall be issued to all bidders as an addendum, which will become a part of the bid documents. The bidders shall acknowledge in writing the receipt of each addendum.

No claims except as otherwise expressly provided will afterwards be accepted due to non-understanding or mis-interpretation of the bid documents.

5.5 Amendment of Bidding Documents :

- 5.5.1** At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bid documents.
- 5.5.2** The amendment will be notified/published on the web site <http://www.eproc.rajasthan.gov.in/> and will be binding on the bidder(s). It will be assumed that the amendments will have been taken into account by the Bidder in its bid submission.
- 5.5.3** In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Department may, at its discretion, extend the deadline for the submission of bids, in which case, the Department will notify/ publish the extended deadline, for submission of tenders on website <http://www.eproc.rajasthan.gov.in> and as per publication rules.

6. Preparation of Bids :

- 6.1 Language of Bid :** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Department shall be written either in Hindi or English provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language herein, in which case, for purposes of interpretation of the bid, the translation shall govern.

6.2 Alteration of Designed Components not acceptable :

- 6.2.1** No principal deviations and exceptions are allowed, in the specifications and in the basic requirements of the goods.
- 6.2.2** Bidders, which propose any alteration in the basic requirement, as specified in Scope of work and / or Technical specifications and its addendum if any, or which contain any other conditions of any sort will be liable to rejection.

6.3 Makes and origin of the equipment :

- 6.3.1 Makes and Origin of the Equipment:** It is expected that the bidder will quote with a view to supply goods / equipment of best makes and confirming to highest standard. Bidder has to consider for his financial offers only makes of reputed manufacturer of goods/ equipment corresponding to the state of art technology and to the latest Indian standards.

- 6.3.2 Manufacturer's Authorization :** if required in the BDS, a Bidder that does not manufacture or produce the Goods if offers to supply shall submit the Manufacturer's Authorization using the format included in the Conditions of the tender to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods to the Purchaser.

- 6.3.3** The bidder shall offer rates for the items, confirming to prescribed specifications indicated in the "Scope of Work and / or Technical specification".

Whichever goods / equipment is proposed in the bid or considered by the bidder for the financial offer, the goods / equipment to be finally provided in case of award shall correspond to the specifications of the bid documents and is subject to the approval of the competent officer.

In case, the Bidder proposes to use any imported equipment/part of equipment/material he shall indicate so clearly in his bid and shall be responsible for arranging import license etc. for the same. All expenses to be incurred by the Contractor in connection with such import including customs duty shall be included in the prices quoted.

- 6.4 Bid Form and Schedule of Prices :** The Bidder shall complete the Schedule of Prices furnished in the bid documents as indicated therein. The terms and conditions for payments shall be in accordance with the provisions of the conditions of contract(s).

6.5 Bid Prices :

- 6.5.1** The Contract shall be for the execution of supply of Goods as described in technical specifications.
- 6.5.2** The Bidder should quote his item rates only in figures as per available unlocked cell in the “xls” sheet to be uploaded for online bidding. The rates quoted must be FOR delivery at Consignee Store inclusive of GST, packing, forwarding, loading, unloading, transportation, insurance charges etc..
- 6.5.3** The rates quoted by the Bidder shall allow for all costs including labour, materials, construction plant and equipment, transport charges, insurance, supervision, profit, any other expenses to fulfill the obligations and all risks set forth or implies towards any clause of the bid document referred, Custom Duty, Income Tax, GST or any other duties, levies, taxes or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed Works and for satisfactory performance of the Bidder’s obligations under this contract. The charge for any obligation of the contractor / Supplier for which apparently no corresponding item is given in the Price Schedule shall deemed to be included in the Prices entered against the items.
- 6.5.4** For all imported goods / equipment(s) or components, the Bidder under this Contract must provide a copy of the duties paid for the record of the department.
- 6.5.5** GST or any other taxes or levies will be deducted at source as per applicable ruling by the Paying Officer from the payment against the invoice for the supply of material.

6.6 Bid Currency: All prices shall be quoted in the Indian Rupee. The department will not arrange any foreign currencies for import of any type of material/plant/spares etc.

6.7 Documents Establishing the Conformity of the Goods and Related Services:

- 6.7.1** To establish the conformity of the Goods and Related Services to the Bidding Documents the Bidder shall furnish as part of its bid the documentary evidence that the Goods conform to the technical specifications and standard specified in the each part of the technical specifications.
- 6.7.2** The documentary evidence may be in the form of literature, drawings or data and shall consist of a detailed item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications.

6.8 Documents Establishing the Qualification of the Bidder: The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

- (i) That, if required in the BDS, a bidder that does not manufacture or produce the goods it offers to supply shall submit the Manufacturer’s Authorization using format given in the conditions of the tender to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these goods to the purchaser.
- (ii) That the Bidder meets each of the qualification criteria specified in the Section - Evaluation and Qualification Criteria as well as mentioned in ITB.

6.9 Joint Venture: No Joint Venture for the purpose of bidding is accepted.

6.10 Bid Security (Earnest Money) :

- 6.10.1** Bid Security amounting to **Rs.28000/-** in Indian Rupees must have to be deposited as per procedure laid down in the SCC-16. Bid Security for MSME and Sick Units of Rajasthan will be as per applicable rules.

6.10.2 The Bid Security, deposited by the successful bidder, may be adjusted towards Security Deposits. The Security Deposits may be furnished in the form as mentioned in the Conditions of Contract.

6.10.3 The Earnest Money / Bid Security may be forfeited

- (a) If the Bidder withdraws its bid during the period of bid validity
- (b) If the Bidder fails within the specified time limit to sign the Contract Agreement, in accordance with ITB Clause.
- (c) If a bidder reduces the rates voluntarily or modifies his offer voluntarily after opening of the financial bids/ negotiations, his offer shall stand cancelled automatically, his earnest money / bid security shall be forfeited and action for debarring him from business shall be taken as per rules.
- (d) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per rules.
- (e) For any other act of the bidder detailed herein, forfeiture of Earnest Money.

6.11 Cost of Bid Document and Processing Fee: Tender fee and e-tender processing fee as required in NIB shall have to be deposited in the form as per SCC-16.

6.12 Period of Validity of Bid :

6.12.1 The Bid for the supply of goods shall remain open for acceptance for a period of 90 days or mutually extended period from the date of opening of the Pre - Qualification / Price Bid as per terms and conditions of the contract. A bid valid for a shorter period shall be rejected by the department as being non-responsive.

If any bidder withdraws his bid prior to expiry of said validity period or mutually extended period or makes modification in the rates, terms and conditions of the bid within the said period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement, the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.

6.12.2 In exceptional circumstances, the Department may seek the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email or by fax. If a Bidder accepts to prolong the period of validity, the Earnest Money shall also be suitably extended.

6.13 Format and Signing of Bid:

6.13.1 The Bid Document along with relevant amendment(s) can be downloaded from <http://www.eproc.rajasthan.gov.in>; and bidders are required to fill and upload their bid on this web site. Bidder shall submit their bid in electronic format digitally signing the same. Bidders who have to participate in this tender will have to register on <http://www.eproc.rajasthan.gov.in>.

Further Bidders who have to participate in online tenders will have to procure digital certificate as per IT act so that they can sign their electronic bids. (in e - tender)

6.13.2 Wherever required, the representative of the firm, as below, must sign the bid document. In the event of the bid being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm

is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a Company, the duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence shall sign the tender.

- 6.13.3** The documents listed in ITB clause, along with addendum's issued till the date of bid submission, shall be filled by the bidder to bind the bidder to contract. All pages of the bid shall be signed and stamped.
- 6.13.4** The uploaded document of the bid shall contain no alterations, or additions, unless notified. In case the bidder makes any addition or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail.
- 6.13.5** All omissions in the Schedule of price must be serially numbered and digitally attested by the officer opening the bids, so as to make further dispute impossible on this score.
- 6.13.6** All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
- 6.13.7** The tender to the work shall not be witnessed by a tenderer or tenderers who himself / themselves has / have not bid or who may not and has / have not bid for the same work.

7.0 Sealing and Marking of Bids :

- 7.1** Bidder shall submit their offer online in electronic format on <http://www.eproc.rajasthan.gov.in> website (for e- tender) / Physically (for non e- tender) up to time and date in the manner described below. The complete bid shall be uploaded in Two covers on website <http://www.eproc.rajasthan.gov.in>. (for e –tender)

First cover (Pre-Qualification and Technical Bid) shall contain the pre-qualification documents and related documents and Second Cover (Financial Bid) shall contain Price bid as detailed in conditions.

7.2 Contents of First Cover/ Envelop - 1(Requirement for Pre - Qualification of Firm and other requirements):

Pre-qualification and Technical bid

This shall contain SCANNED COPIES of pre - qualification documents and related documents as detailed below exclusively in “pdf” format (to be uploaded in case of e – tender) and to be sealed in first cover duly marked as “TECHNICAL BID” in case of non – electronic tender:

- (a) Proof of depositing Tender Fee, Processing Fee and Earnest Money.
- (b) Copy of the GST Registration Certificate.
- (c) The name and designation of person signing shall be clearly indicated. In case of partnership firm/ limited Co./group of companies, Power of Attorney (As per format enclosed at **Appendix - 1**) issued on non - judicial stamp of Rs 100/- duly notarized in favor of person signing the documents/schedules shall accompany the bid. Such power of attorney for the authorized person should be issued by the partner(s) or authorized signatory.
- (d) Tender letter “**Appendix - 2**”.
- (e) An undertaking confirming that ‘for modifications/ deviations to conditions of contract / technical specifications no price information is indicated in First cover envelope shall be enclosed. Tenders not containing such under taking will not be considered for further evaluation. “**Appendix - 3**”.
- (f) Declaration in **Appendix - 4**”
- (g) A declaration under the official secrets Act for maintaining secrecy of the tender documents, drawing or other records connected with the work given to him as per ITB 1.5 (**Appendix - 5**).
- (h) Declaration by the Bidder(**Appendix - 6**)
- (i) Undertakings and deviations for tender specification as per **schedule - 3**

- (j) All the documents contains in bidding documents including ITB, GCC, SCC, Technical Specifications etc.
- (k) All addendums issued till the date of submission of bid.
- (l) Pre-Qualification schedules as required along with supporting documents consisting of **Schedule-2**.

7.3 Contents of Second Cover/ Envelop- " 2 " : This shall contain the price bid only as per BOQ template in case of e - tender and in case of offline tender only price bid shall have to be submitted separately in the second cover duly marked as "PRICE BID" .

7.4 Deadline for Bid Submission: The online tender shall be submitted in the time stamped electronic tender box separately for the Technical and Pre-qualification Bid and Financial Bid duly signed digitally by the Authorized signatory holding on <http://www.eproc.rajasthan.gov.in> before the scheduled date and time for submission prescribed by department or extended date thereof for online submission. However for Physical Tender (non – electronic tenders) Both technical and financial envelopes are to be submitted physically before the scheduled date and time for submission prescribed by department or extended date thereof for offline submission in the office of the Superintending Engineer (Central Store), GWD, Jodhpur.

7.5 Late Bids: The bid submitted after the closing date and time of submission of bids will not be accepted and will be returned back unopened.

8.0 Bid Opening:

8.1 Opening of Bids by Department: The **Superintending Engineer (Central Store) G.W.D. Jodhpur** or other duly authorized Committee will open the bids online / offline in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening at the address indicated in BDS. The bids shall be opened in two stages. In first stage the technical part of the bid shall be opened and evaluated. The financial part shall be opened in respect of responsive bidders at a later date, which will be informed to all responsive bidders.

8.2 In first stage, Envelope 1 (Pre - Qualification and Technical Bids) of the bids, as per clause will be opened. The bidders' names, the presence (or absence) of Tender fee, Processing fee, Earnest Money, and other details etc. will be announced by the Tender Opening Committee at the time of opening.

The submission shall be downloaded for further examination. Submissions of only those Bidders shall be opened online, who have uploaded the proof of depositing Tender Fee, Processing Fee and Earnest Money in satisfactory manner i.e. scanned copy of the CIN receipt, alongwith bid documents. (for e – tender).

9.0 Evaluation:

9.1 Preliminary Examination of (Uploaded CIN) Tenders:-

9.1.1 The contents of the Envelope 1 of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Department.

9.1.2 Substantial Tender: Notwithstanding the preliminary examination, the Department will determine the substantial tenderer. Substantial tenders are those which meet the following requirements.

- (i) Properly signed/digitally signed/uploaded.
- (ii) Earnest money/Processing fee/Tender fee in the required format as mentioned in SCC-16.
- (iii) Responsive to all requirements of the tender documents and the instructions to bidders.
- (iv) Clarification and substantiation required to assess the quality of the offer.
- (v) If a tender is not substantially responsive it will be rejected by the Department and will not be used for further evaluation. The financial

offers of insubstantial tenderer will not be opened/downloaded. The Department's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- (vi) It is expressly stated that the information contained in the Envelope 1 of the tender will be used to define whether a tender is substantial or not. The Tenderers are, therefore, advised to submit/upload complete tenders only.

9.1.3 Evaluation for Pre-Qualification:-

- (i) The Department will carry out a detailed evaluation of the tenders previously determined to be substantially responsive in order to determine whether the firm is qualified in accordance with the requirements set forth in the tender documents. In order to reach such a determination, the Department will examine the information provided in the schedules and the submitted supporting documents, on the basis of the information supplied by the tenderers.
- (ii) The firms Qualified will be informed by the Department in due course of time.
- (iii) In an effort to satisfy that all bids are sufficient to meet the Department's requirement, evaluation of the pre -qualification bid shall be made. The information for such details has been asked in the formats given with ITB of the bid document.
- (iv) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with Bid document, to confirm that all requirements specified in technical specifications and in qualification criteria have been met without any material deviation or reservation.
- (v) The Department reserves the right not to consider any deviation.

9.2 Financial Evaluation:-

- (i) The financial offer of all qualified bidders determined responsive will be opened online at a date notified to all qualified bidders.
- (ii) The Superintending Engineer (Central Store), GWD, Jodhpur or other duly authorized Committee will online open the bids in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial bids, and will enter the rate/amount of all bids in the register of Opening of Bids. The comparative statement by default generated by web site shall also form part of opening of bids.

In case of offline tender The Superintending Engineer or other duly authorized Committee will open the tenders in the presence of any Tenderer(s) or their authorized representatives who choose to be present at the time of opening of financial tenders, and will enter the rate/amount of all tenders in the register of Opening of Tenders. The tenderer has to quote the rates in the respective schedules of execution part. The tenders shall be ranked on increasing order of the tender price.

9.3 Domestic Preference: Domestic price preference is not applicable, however purchase preference is applicable as clarified in section qualification and evaluation criteria.

10.0 Award of Contract:

10.1 Award Criteria:-The Department will award the contract normally to the lowest evaluated offer of the bidder.

10.1.1 DDO(s): It is proposed to conclude an annual rate contract (ARC) for the supply of tendered items and the rate contract will be operated by the DDO(s) – Direct Demanding Officers as mentioned in the Bid Document.

10.2 Purchaser's right to vary quantity: The Purchasers reserves the right to increase or decrease the quantity of goods provided this does not exceed the percentage specified in the BDS. However RTPP rule 73 with latest amendment will be applicable in this regard.

10.2.1 If the Purchaser does not procure any subject matter of procurement or procure less than the quantity specified in the bidding documents due to

change in circumstances, the bidder shall not entitled for any claim or compensation.

10.2.2 Repeat orders for additional quantities upto 50% of the value of goods of the original contracts may be placed on the rates and conditions given in the contract and delivery period/period of contract may also be increased proportionately.

10.3 Department’s Right to Accept Any Bid and to Reject Any or All Bids:

10.3.1 The acceptance of the bid will rest with the Department who does not bind itself to accept the lowest bid and reserves to itself the authority to reject any or all of bids received without assigning any reason.

10.3.2 The Department’s right to accept or reject any or all bids at any time prior to award of contract, will not incur any liability, to the affected Bidder(s) or any obligation to inform the affected Bidder(s), on the grounds for the Department’s action.

10.4 Notification of Award: Prior to the expiry of the period of bid validity, the Department will notify the successful Bidder in writing by registered letter or by fax or by e-mail, that its bid has been accepted. The notification of award will constitute the formation of the contract, for all legal purposes.

10.5 Signing the Contract Agreement: Within fifteen (15) days of department’s notification of award, the successful bidder shall submit the contract agreement (format enclosed) duly filled and signed. The following will be the part of the contract agreement.

- a) Agreement (format enclosed)
- b) Letter of award and any pre-award correspondence between department and the Tenderer
- c) Complete Bid documents with all addenda contained in including, ITB, GCC, SCC, Technical Specifications, and Price Schedule etc.

10.6 Pre – award Formalities:

10.6.1 On acceptance of the bid, the name of the accredited representative(s) of the Bidder (with a photograph and signature attested), who would be responsible for taking instructions from the Department, shall be communicated to the Department.

10.6.2 After acceptance of the bid, the Bidder or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of Agreement.

10.6.3 If any Bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit and other action under various clauses of agreement.

10.7 Corrupt or Fraudulent Practices:

10.7.1 The Department defines, for the purposes of this provision, the terms set forth below as follows:

- i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition.

10.7.2 Any effort by a Bidder to influence the Department in the Department’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid.

10.7.3 The Department will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Signature of authorized representative

Section – (c)
Bid Data Sheet (BDS)

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	1. General Information
ITB 1.1	The Purchaser is: <i>Superintending Engineer, (Central Store), Ground Water Department, Jodhpur, Rajasthan (India)& DDOs. Declared in the tender or any other agency as declared by the Govt..</i>
ITB 1.2	The name and identification number of the Bids are: Rate Contract for supply of Bentonite Powder at various destinations. Ref no . <i>ET – 2/ 2020 -21 Item No. 1 Dtd. 21.09.2020</i>
ITB 1.10	<i>It is essential for a tenderer firm to be registered in GST a self-attested copy of the document about GST registration indicating GST Registration No. is to be submitted with technical offer.</i>
2. Address for Communication	
ITB 2	<i>Superintending Engineer (Central Store), New Power House Road, Heavy Industrial Area Opposite Hindustan Radiator, Ground Water Department, Jodhpur – 342 001 , Rajasthan (India) Telephone: 91- 0291 – 2431942 Facsimile number: 91- 0291 – 2631295, 2431942 e mail address: secsqwdjdpr@gmail.com / secsqw-jod-rj@gov.in</i>
3. Period of Rate Contract	
ITB 3.1	<i>The supply work is proposed to be done through Annual Rate Contract, it is therefore proposed to conclude annual rate contract for a period of 12 months for the execution of supply of tendered goods as per requirement and conditions of the contract.</i>
4. Eligibility and Pre-Qualification Criteria	
ITB 4.1(A)(1)	<p>1. Work Experience: The Tenderer should have experience of supplying the tendered item i.e. Bentonite Powder. The tenderer will have to submit the copies of the documents indicating experience of supplying at least a minimum Quantity of 1000 MT Bentonite Powder in at least one year from last 5 financial years .</p> <p>2. Ownership of Manufacturing Unit / Mill and Mines:</p> <p>(i) It is not necessary for a tenderer to have manufacturing unit / mill. It is preferable for a tenderer to have manufacturing unit for the tendered item, however if the tenderer is not having manufacturing unit he will furnish an undertaking from the manufacturer about the supply of material in required quantity and quality.</p> <p>(ii) It is not necessary for a tenderer to have mine(s) for raw material of tendered item. If tenderer is also mines owner he shall have to furnish copy of certificate from mining deptt in support of this. If tenderer will procure raw material from other mines he will furnish undertaking from mines owner about supply of raw material of required quantity. The tenderer shall have to furnish the details of mines from where the raw material will be procured.</p> <p>(iii) Qualification to the sample test : It is essential for a tenderer to submit a test certificate of the offered product duly tested through government recognized laboratory or through DMG Laboratory for parameters of tender specifications. A test certificate issued by such lab indicating that the offered product qualified in each parameter of depttl. tender specification will only be considered as qualified for opening of financial offer along with fulfillment of other criteria, failing which the offer will be disqualified from opening of their Financial Bid.</p>
5. Bid Document	
ITB 5.5	<i>Amendment of Bidding Documents will be notified on the website http://www.eproc.rajasthan.gov.in.</i>
6. Preparation of Bids	
ITB 6.1	The language of the bid is: Hindi or <i>English</i>
ITB 6.3.2	Manufacturer's authorization is: Required to be submitted in prescribed format only [Schedule 2 (2.3)] if the bidder is other than the manufacturer (Owner of Processing Unit or Mill Owner).
ITB 6.5	<i>The prices quoted by the Bidder shall be firm and fix no price variation during the course of contract will be applicable.</i>
ITB 6.5.2	The Bidder will have to quote rate inclusive of applicable GST .
ITB 6.5.5	GST or any other taxes / Levies will be deducted at source as per applicable ruling by the DDO from the payment against the invoice for the supply of material subject to price fall clause.
ITB 6.6	The Bidder is required to quote the price in Indian Rupees only.
ITB 6.9	Joint Venture : Not accepted
ITB 6.10	Bid shall include a Bid Security for an amount of Indian Rs. 28000/- and is required to be

	deposited as per SCC-16, Bid Security for the Micro, Small and Medium enterprises of the State of Rajasthan shall be Indian Rs. 7000/- before schedule date and time for submission of bid electronically.
ITB 6.11	Cost of Bid Document and Processing Fee : The Bid Document Fee: Indian Rs.500/- is required to be deposited. <i>The bidding document shall be provided to the micro, small and medium enterprises of Rajasthan State at 50% of the prescribed bid document fee i.e. Indian Rs.250/-</i> The Bid Processing Fee : Indian Rs.500/- Both the fee are to be deposited as per SCC-16 before schedule date and time for submission of bid electronically.
ITB 6.12	The bid validity period shall be 90 days.
	7. Sealing and Marking of Bids
ITB 7.1	Bidders have the option of submitting their bids electronically : Yes
ITB 7.2	The First cover (Envelope – 1) shall be marked as “TECHNICAL BID” and the 2 nd cover (Envelope – 2) shall be marked as “PRICE BID” alongwith additional identification marks: “ Rate Contract for supply of Bentonite Powder at various destinations” <i>ET – 1/ 2020–21Item No. 1dtd. 30.07.2020.</i>
	8. Bid Opening and Evaluation
ITB 8.1	The bid opening shall take place at: <i>Superintending Engineer (Central Store), Ground Water Department, New Power House Road, Heavy Industrial Area, Opposite Hindustan Radiator, Jodhpur 342 001 - Rajasthan (India)</i> Date. 22.12.2020 Time: 15:30 (IST) (Online opening of those bidders who had deposited requisite Bid Security, Bid Document Fee & Bid Processing Fee in the prescribed form alongwith uploading of scanned copy of the CIN receipt and submission of required sample within the prescribed date and time)
	9. Evaluation and Comparison of Bids
ITB 9.3	Domestic price preference in evaluation comparison of bids is not applicable.
ITB 9.1.3	In addition to the qualification criteria mentioned in the Section - Evaluation and Qualification Criteria and also in ITB 4 following criteria will also considered for deciding the qualification of bidder. (a) Deviation in Delivery schedule: No deviation will be accepted (b) Deviation in payment schedule: No deviation will be accepted (c) the availability in the Purchaser’s Country of spare parts and after-sales services for the goods offered in the bid : NA (d) the guarantee/warranty of the goods offered; No deviation will be accepted
	10. Award of Contract
ITB 10.1	(a) DDO(s) : The Superintending Engineer (Central Store), GWD, Jodhpur will be the DDO to operate the Rate Contract as per terms and conditions of the tender and the R/C letter. P.O. will be placed by the DDO. Payments will be made by the consignee concerned accordingly the invoices are to be raised in favour of them. (b) Purchase Order: P.O. against the requirement will be issued by the SE (C/S), GWD, Jodhpur (c) Paying Officer: The concerned consignee of the particular ordered material will be the paying officer. Accordingly Invoices of the material is required to be raised and submitted to the particular consignee. Note : Paying officer shall ensure all deductions as per prevailing rules and tender conditions, similarly guarantee warranty coverage will also be looked by them as a consignee also. Payment will be made only after getting sanction of payment from their concerned SE, otherwise Paying Officer will be held responsible for any over /excess/wrong/irregular payments. (d) Consignee: Will be among the i) Ex. En. ,GWD, Jodhpur , ii) Ex. En. ,GWD, Barmer, iii) A. En. ,GWD, Jalore, iv) Ex. En. ,GWD, Jaipur , v) Ex. En. ,GWD, Bikaner , vi) Ex. En. ,GWD, Alwar (e) Inspection, defect under guarantee period: Inspection will be carried away by the consignee , defect under guarantee period will be dealt by the consignee themselves for their supply.
ITB 10.2	The maximum percentage by which quantities may be increased is: 50%

Section – (d)
Qualification and Evaluation Criteria

Qualification and Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

1. Domestic Preference

1.1 Preference To State Units and Placement Of Supply Orders

- (I) In case the bidding enterprise from outside the state is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfilment of all required specifications and conditions of the bid :-
- (a) Opportunity shall be given to local enterprises to supply 80% of the Bid quantity.
 - (b) Order for 20% quantity shall be given to the original lowest bid outside enterprises. However, where State enterprises are not available on parallel contract, entire purchase shall be made from lowest outside unit.
 - (c) Out of this 80% , minimum of 60% would be required to be purchased from the local micro & small enterprises , in case they have also bid, and within this 60% , 4% shall be earmarked for procurement from local micro and small enterprises owned by member of Schedule Caste or Schedule Tribe.
 - (d) The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20%, shall be procured from the local medium enterprises in case they have also bid.
 - (e) To exercise this option of purchase preference for 80% of the bid quantity, in such a situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received .
 - (f) In case, the lowest local enterprises does not agree to the counter offer or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for the supply of goods to the Micro, Small and Medium enterprises of the Rajasthan State may be given to the extent of their capacity by breaking the order in part for procurement of goods , in the manner provided in rule 74 of the RTPP Rules, 2013.

1.2 Price Preference to SSI Units of Rajasthan : Deleted

1.3 In case a bidder offering to supply the goods through a dealer located in Rajasthan and the bid price are equal to the rates offered by local enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given purchase preference over such dealer.

2. Evaluation Criteria

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted and other criteria mentioned in the ITB and BDS , using the following criteria and methodologies.

- (a) Delivery schedule: The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the conditions related to Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. (No deviation will be accepted.)
- (b) Deviation in payment schedule. No *Deviation to the payment schedule acceptable*.
- (c) the availability in the Purchaser's Country of spare parts and after-sales services for the goods offered in the bid : ----NA----
- (d) the guarantee / warranty of the goods offered : Should be as defined in the Technical specifications , no deviation will be accepted.

Section – (e)

**General Conditions of the Contract (GCC)
&
Special Conditions of the Contract (SCC)**

GOVERNMENT OF RAJASTHAN
OFFICE OF THE SUPERINTENDING ENGINEER (CENTRAL STORE), G.W.D,
JODHPUR

CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER

(GENERAL CONDITIONS OF THE CONTRACT - GCC)

(Including Form SR-11 , Tender Form SR -15 and clarification/Guidelines for submission of tender)

No. ET- 2/2020-21/Item No. 1 dated 21.09.2020.

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice. (See Amendment Sheet)
 - a. The bidders who are interested in bidding can download the tender documents from <http://eproc.rajasthan.gov.in>
 - b. The bidders who wish to participate in the tenders will have to register on <http://eproc.rajasthan.gov.in> Further, bidders who wish to participate will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids.
 - c. Bidder shall submit their offer on-line in Electronic format on above mentioned web site and the date mentioned here in above.
 - d. **The tenders will not be accepted in physical forms.**
2. "Tenders by bonafide dealers" : Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORM-11 (copy enclosed).
3. (i) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the Purchase Officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.
 (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions & deposit with the Purchase Officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the them and will be sufficient discharge for any of the purpose of the contract.
4. **GST** : No Tenderer who is not registered under the GST Act prevalent in the State where his business is located shall tender.
5. **Income Tax Clearance Certificate :- (DELETED)**
6. Tender forms shall be filled in ink or types. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
 As the tender is e – tender hence before electronically submitting the tenders, it should be ensured that all the tender papers including the conditions of the contract are digitally signed by the tenderer
7. Rate shall be written both in words and figures: There should not be errors and/or over-writings. Corrections if any, should be made clearly and initialed with dates.
 For e – tender : Rates are to be filled through online submission of tender in prescribed BOQ.
8. All rates quoted must be FOR destination and should include all incidental charges, levies, GST etc.. No cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer / consignee(s).
9. (i) Comparison of Rates : No Price preference to the local enterprises (MSME of Rajasthan State)
10. Purchase Preference: - Purchase preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(8)FD/GF&AR/201, dt. 19.11.2015 - Published in Gazette Extraordinary, Pt.

IV(C)(II), dt. 14.07.2016 and amendment made vide notification F.2(1)/FD/SPFC /2017 dtd. 29.08.2018.

11. **Validity** :- Tenders shall be valid for a period of 90 days from the date of opening of tender.
12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make & drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
14. **Specification**
 - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and where-ever articles have been required according to ISI Specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) The supply of articles marked with asterisk/at serial number____, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any shall be final and binding on the tenderers.
 - (iii) **Warranty/Guarantee clause** :- The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of **(As per SCC)** from the date of delivery of the said goods/stores/articles to be purchased that notwithstanding the fact that the purchaser may have inspected and/or approved the goods/stores/articles, if during the aforesaid period of ___days/months, the said goods/stores articles be discovered not to conform to the description & quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final & conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description & quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The tenderer shall if so called upon to do, replace the goods etc. or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
 - (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.
 - (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying-out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

15. **Inspection** :-
- (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises & shall have the power at all reasonable time to inspect & examine the material & workmanship of the goods/equipment/machineries during manufacturing process or after-wards as may be decided.
 - (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
16. **Samples** :- Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid & the RR or GR should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.
17. Each samples shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
18. Approved a samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained.
Each sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.
19. Samples not approved shall be collected by the unsuccessful tenderers. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost etc. shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the Specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government Laboratories, reputed testing house like Shri Ram testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples** :- In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
22. **Testing Charges** :- Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tendered or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection** :-
- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
 - (ii) If, however, due to exigencies of Government work such as replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation or rejection, after which Purchase Officer shall not be responsible for any less,

- shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail & road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss & shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.
28. (i) **Delivery Period** :- The tenderer whose tender is accepted shall arrange supplies within a period of ____ from the date of supply order/by ____ as under :- **(As per SCC)**
- | S. No. | Items | Quantity | Delivery Period |
|--------|---|----------|-----------------|
| (ii) | Extent of quantity: - Repeat Orders: If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply, Repeat Orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer. | | |
| (iii) | If the Purchase Officer does not purchase any or the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation. | | |
29. ***Earnest Money** :-
- i) Bidders are requested to deposit requisite amount against bid security, bid document fee and bid processing fee (for RISL) in consolidation through eGRAS portal through single challan (through online payment gateway system), in respective budget head & office code, to be generated online on web portal <http://e gras.raj.nic.in/> following the procedure as detailed at point No. 16 of Special Conditions of Contract. Budget head and office code are as under:

40 – Ground Water Department (Chief Engineer, Jodhpur)			
Particulars of items	Budget Head	Amount in Rs	Office Code
Bid Security	8443-00-103 (सिविल विभाग)-00-00	28000/-	20287
Bid Document Fee	0075-00-800-52-01	500/-	20287
Bid Processing Fee (For RISL)	8658-00-102-(16)-(02) (सिविल विभाग)	500/-	20287

- ii) Bidders are required to register as registered user on e-grass web portal.
- iii) After successful payment of all above fee through single challan, CIN Receipt will be generated. Scanned copy of the same (CIN receipt) is required to be uploaded along with technical bid at e-proc portal www.eproc.rajasthan.gov.in. The bid uploaded without CIN receipt will be rejected.
- iv) For more details, bidders are requested to go through Finance (G&T) Deptt., Govt. of Rajasthan circular no. F6(5)FD/GF&AR/2018 dated 27/04/2020 & F6(5)FD/GF&AR/2018 dated 09/07/2020.
- Refund of earnest money:** - The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
 - Partial exemption from Earnest Money:-**
 - The Micro, Small and Medium Enterprises situated in Rajasthan registered with the Director of Industries, Rajasthan, Jaipur shall make payment of bid security @ 0.25% of the value of stores intended to be offered in respect of items for which they are registered. Such units are required to furnish a certificate from Director of Industries Rajasthan and an attested copy of acknowledgement of EM II with an affidavit in the format mentioned in appendix 'B' at Sr. No.7(iv). If the affidavit is furnished in another format, the same shall be required to

be furnished in proper format before opening of price bid otherwise price bid shall charge not be opened.

- (b) In case of Micro, Small and Medium Enterprises situated in Rajasthan, the Bidder shall submit an undertaking in respect of the production capacity of the items to be supplied or any other such evidence along with the Bid.
 - (c) The registration certificate as per GCC 29(2)(a) above should be for manufacturing of Bided Item.
 - (d) The 0.25% bid security of successful Bidders (Micro, Small and Medium Enterprises situated in Rajasthan) may be adjusted towards performance security.
1. The Central Government & Government of Rajasthan Undertakings need not furnish any amount of earnest money, but they have to submit bid securing declaration in prescribed form Appendix - D.
 2. The earnest money/security deposit lying with the Department/Office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.

30. Forfeiture of earnest money : The earnest money will be forfeited in the following cases :

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31. (1) Agreement and Security Deposit / Performance Security :-

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 15 days of receipt of order & deposit security equal to 2.5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- (ii) No interest will be paid by the department on the security deposit money.
- (iii) The earnest money deposited at the time of tender may be adjusted towards security amount. The security amount shall in no case be less than the earnest money.
- (iv) The form of security money shall be as below :-
 1. Cash/Bank Draft/Bankers Cheque/Received copy of Challan.
 2. Post Office Saving Bank Pass Book duly pledged.
 3. National Saving Certificate, Defence Savings Certificates, KisanVikasPatras or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- (v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

31. (2) i) Performance Security for the micro, small and medium enterprises of Rajasthan State shall be @0.5 % of the amount of the quantity ordered for supply of goods.
- ii) Central Government & Government of Rajasthan's Undertaking will be exempted from furnishing security amount.

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

- a) When any terms and conditions of the contract is breached.
 b) When the tenderer fails to make complete supply satisfactorily.
 c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
31. (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
32. i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to-pay the freight together with departmental charges 5% of the freight will be recovered from the supplier's bill.
 ii) RR should be sent under Registered cover through Bank only.
 iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
 iv) Remittance charges on payment made shall be borne by the tenderer.
33. **Insurance:-**
 (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be 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 will be borne by the supplier and State will not be required to pay such charges, if incurred.
 (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corp. of India or its subsidiaries.
34. **Payments :-**
 (i) Advance payment will not be made except in rare & special cases. In case of advance payment being made, it will be against proof of dispatch & to the extent, as prescribed in financial powers by rail/reputed goods transport companies etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the tenderer.
 (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF&AR all remittance charges will be borne by the tenderer.
 (iii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
 (iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specifications.
35. i) The time specified for delivery in the tender form shall be deemed to be essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
 ii) **Liquidated Damages:** - In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply;
- | | | | |
|----|-----|---|-----|
| 1) | (a) | Delay up to one-fourth period of the prescribed delivery period. | 2½% |
| | (b) | Delay exceeding one fourth but not exceeding half of the prescribed period. | 5% |
| | (c) | Delay exceeding half but not exceeding three fourth of the prescribed period. | 7½% |
| | (d) | Delay exceeding three fourth of the prescribed period. | 10% |
- 2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 3) The maximum amount of liquidated damages shall be 10%.

- 4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - 5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
36. **Recoveries** :- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles & in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Tenderer's must made their own arrangements to obtain import license, if necessary.
38. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons & accept tender for all or any one or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer shall furnish the following documents at the time of execution of agreement:
i) Attested copy of Partnership Deed in case of Partnership Firms.
ii) Registration Number & year of registration in case of partnership firm is registered with Registrar of Firms.
iii) Address of residence and office, telephone number in case of sole proprietorship.
iv) Registration issued by Registrar of Companies in case of Company.
v) Original copies of affidavit, power of attorney etc. uploaded online.
41. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceedings, if necessary arises to the institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

SIGNATURE OF TENDERER

SR FORM : 11

**GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JODHPUR
DECLARATION OF TENDERERS**

I/We declare that I am/we are bonafide Bentonite Powder Processing Unit holder / Mill Owner OR Mine(s)/Quarry(s) Owner OR / Mine(s)/Quarry(s) Owner as well as Bentonite Powder Processing Unit holder / Mill Owner.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

SIGNATURE OF TENDERER

Special Terms and Conditions
Or
Special Conditions of Contract
(SCC)

SPECIAL TERMS AND CONDITIONS

1. **RATES:**
 - i The rates should be quoted separately for each consignee destination and delivery by Road Transportation.
 - ii The rates should be quoted FOR delivery at destination store including GST, Royalty, Packing & Forwarding, Loading, Unloading, transportation, insurance, stacking etc. in the prescribed format in xls sheet
 - iii Please note that elements of GST should be included in the quoted price in prescribed cell of BoQ xls sheet.
 - iv Rates once quoted shall remain firm and fixed.
- 1.1 **GST :** GST Registration is mandatory for bidder and tenderer has to submit copy of the GST Registration Certificate alongwith technical offer.
2. **PERIOD OF RATE CONTRACT:** The rate contract will be concluded for ONE YEAR from the date of execution of contract agreement.
3. **TEST CERTIFICATE AND SAMPLE:** All offers should be accompanied by test certificate from a Government recognized Laboratory or from the Laboratory of deptt. of Mines and Geology (DMG), clearly indicating analysis report as indicated in technical specification Appendix – C. No payment of the sample will be made and it will not be returnable.
The test certificate as desired above is mandatory and the certificate indicating qualification in each parameter will be considered as qualified and financial bids of such bidders alongwith fulfillment if other eligibility and qualification criteria will be opened.
4. **EXTENSION OF RATE CONTRACT:** The period of rate contract may be extended for a period of 3 months with mutual acceptance.
5. **VALIDITY OF TENDER:** The tender shall be valid for a period of 90 days from the date of opening of tender .
6. **DIRECT DEMANDING OFFICERS (D.D.O's) :**
 - a) The superintending Engineer, Central Store, GWD, Jodhpur shall be the D.D.O.'s to operate the ARC.
 - b) The D.D.O. shall issue Purchase Order (P.O.) for minimum 9 MT (one truck load) and in multiple of 9 MT beyond one truck load requirement in case the material is to be delivered ex-consignee store.
 - c) P.O. against the requirement will be issued by the DDO as per the terms and conditions of the tender and as per the R/C and DDO will ensure the receipt of the PO by the supplier on the date of issuance of PO by any means i.e. through email / fax and same will be sent through speed post.
 - d) Any type of discrepancy or defect in the P.O. the same shall be reported to the DDO within 7 days from the date of issuance of the PO.
 - e) The Executive Engineer, GWD, Jodhpur, Jaipur, Barmer, Bikaner, Alwar and Assistant Engineer, GWD, Jalore are declared as consignee for the ordered material. The material will have to be accordingly delivered in the office of the consignee as declared in the P.O.
 - f) All the formalities related to receipt and inspection of material will be done by the consignee and they themselves (concerned divisional officer i.e. Ex. En. In case consignee is A.En.) will be the paying officer and will make payment as per terms. The concerned Ex. En. will also ensure that goods will be used in skilled manner and any defect under guarantee period will be directly dealt by the concerned Ex. En. as per terms and conditions.
7. **PLACE OF DELIVERY & CONSIGNEE:** The consignee will be among office of the The Executive Engineer(s), G.W.D., Jodhpur/ Barmer /Jaipur/Bikaner/ Alwar/ A.En. Jalore and will be defined in the PO issued by the DDO.
8. **DELIVERY PERIOD:** Delivery to commence within 15 days from the date of issue of P.O. by supplying one truck load (9 MT) & to complete within 45 days. The tenderer will have to meet the monthly requirement for various destinations as indicated in Tender Specification.
9. **SAMPLE TESTING AT THE TIME OF DELIVERY OR AFTER DELIVERY :**
If any consignee at the time of delivery of material or after delivery of material or after use of some quantity of material feels the quality of the supplied material

is not upto the standard specifications, the consignee may get the sample test. For such sample test following procedure will be adopted:

- i) First the consignee will inform the supplier about defective supply on fax and the supplier has to reply within three days and if he feels the supply is defective he will have to replace all the defective material by fresh one on his cost.
- ii) If suppliers reply that the material is upto the standard specifications or did not reply, the consignee will draw three sample of said defective supply each of 2kg. duly sealed and signed by consignee and storekeeper of consignee. Consignee will send one each sample to the S.E. (C/S) and to the supplier and one sample will be kept in custody of consignee. S.E.(C/S) will arrange the sample testing from Deptt. of Mines and Geology or any other govt. recognized lab underwritten intimation to the supplier firm.
- iii) The consignee will hold the payment of said defective supplied material and will use the material as per requirement.
- iv) After sample testing of the material if the test report indicate that the supply is not upto the standard specifications 25% payment will be deducted from the supplied and used material and remaining qty. has to be replaced within a week time from the date of intimation and charges for testing in such cases will be recovered from the payment of the supplier.

10. EXTENT OF QUANTITY: REPEAT ORDER:

- i) This shall be in accordance with Quantity can be increased up to 50% of quantity originally purchased.
- ii) The Consignee's destination wise total qty. has been indicated in the bid document. However, the qty. can be increased or decreased depending upon actual requirement.

11. SUPPLY ON TRIAL BASIS :Department may initially place supply order on trial basis for the reduced quantity but not less than 9 MT in case of delivery at consignee store.

12. INSPECTION: a. It will be in accordance with clause 15 of GCC.

- b. The inspection will also be carried out at the consignee premises by the consignee.
- c. The consignee may also get testing of material supplied, in laboratory, for final acceptance.
- d. The tenderer will have to replace the material which is rejected during inspection.

13. PAYMENT TERM & PAYING OFFICER: 100% value of stores will normally be paid by the paying officer (concerned Executive Engineer) within 30 days from the date of receipt of material in good condition and after acceptance of the same by the consignee(s) . The Payment will be subject to availability of budget.

14. ACCEPTANCE OF SUPPLY: The supply will be accepted only on the working days and during the office working hours.

15. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (PARALLEL RATE CONTRACT) : As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc. , (at the rates accepted by L1) in case of splitting of quantities, as pre - disclosed in the bidding documents, shall not be deemed to be negotiation. In case of purchase preference to state enterprises parallel rate contract will be concluded as per GC Clause 10 & as per point no. 1 of Qualification and Evaluation criteria mentioned in Section (d) of the bid document.

16. EARNEST MONEY/ BID SECURITY, BID DOCUMENT FEE AND BID

PROCESSING FEE: Bidders are requested to deposit sum of requisite amount against bid security, bid document fee and bid processing fee (for RISL) in consolidation on eGRAS through single challan to be generated online on web portal <http://e gras.raj.nic.in/> following the procedure as mentioned in FD (G&T), Govt. of Rajasthan circular dated 27.04.2020 & 09.07.2020, briefed below:

40 – Ground Water Department (Chief Engineer, Jodhpur)			
Particulars of items	Budget Head	Amount in Rs	Office Code
Bid Security	8443-00-103 (सिविल विभाग)-00-00	28000/-	20287
Bid Document Fee	0075-00-800-52-01	500/-	20287
Bid Processing Fee (For RISL)	8658-00-102-(16)-(02) (सिविल विभाग)	500/-	20287

- i) Bidders are required to be register as registered user on e-grass web portal.
- ii) After successful payment of all above fee through single challan, CIN Receipt will be generated. Scanned copy of the same (CIN receipt) is required to be uploaded along with technical bid at e-proc portal www.eproc.rajasthan.gov.in. The bid uploaded without CIN receipt will be rejected.
- iii) The bidders are requested to go through Finance (G&T) Deptt., Govt. of Rajasthan circular no. F6(5)FD/GF&AR/2018 dated 27/04/2020 & F6(5)FD/GF&AR/2018 dated 09/07/2020 for more details.

17. TENDERS BY BONAFIDE DEALER: The tenders shall be given only by the bonafide tenderer in the goods. They shall therefore furnish a declaration in the SR Form – 11 as enclosed in GCC.

18. FURNISHING DETAILS OF MANUFACTURER AND IT'S PRODUCTION CAPACITY:

- a. The tenderer will furnish the detailed address along with Telephone No./Fax No. themselves as well as that of the manufacturer as per Appendix – B and also furnish the technical requirement required for qualification of technical offer as mentioned in ITB Clause 4.1(A).
- b. The tenderer shall have to mention the location of their manufacturer's works as well as the type and capacity of their Mill (s) and certificates from industries deptt should be submitted in support of above to assess the capability. The tenderer should also offer their total monthly capacity to supply Bentonite Powder for different destinations quoted for. The above information and other information shall be furnished as per Appendix - B and Schedule 2.
- c. If the tenderer is not having manufacturing unit he will furnish an undertaking from the manufacturer about the supply of material in required quantity and quality.
 - a. The tenderer shall have to furnish the details of mines from where the raw material will be procured. If tenderer is also mines owner he shall have to furnish copy of certificate from mining deptt in support of this. If tenderer will procure raw material from other mines he will furnish undertaking from mines owner about supply of raw material of required quantity.

19. MAKE & DETAILED SPECIFICATION OF PRODUCT: The tenderer will clearly mention the specific make along with detailed specification & technical literature/leaflets and also enclose the certified copies of such supplies made to the Govt. Deptts./Undertakings. No word "Equivalent make" will be mentioned by the tenderer.

20. GUARANTEE: This will be for 3 months from the date of supply of each consignment and in accordance with clause 14(iii) of GCC. Guarantee document of Manufacturer will have to be provided.

21. AGREEMENT AND SECURITY DEPOSIT : The successful tenderer will have to execute the contract agreement on Non-Judicial Stamp worth amounting to a value as per applicable rules at the time of execution of contract in the form SR-17, (copy enclosed) and furnish the requisite security deposit.

22. RISK & COST PURCHASE

- 22.1 In case firm is unable to complete the supplies within the specified period or extended period, the department shall be entitled to purchase from elsewhere without notice to firm but on its account and risk. Material or any part of it not supplied by firm resulting to cancellation of contract.

The Firm will be liable for any loss or damage, which the department may sustain by reason of such failure on the contractor's part.

The recovery of such losses or damage shall be made from any sum lying with the government, if the recovery is not possible from the bills & contractor fails to pay loss or damages within a month or agreed period, recovery shall be made under the Rajasthan Public Demand Recovery act 1952 or any other law in force.

While making the risk purchases the department may exercise its own discretion and if possible resort to limited Bid system issuing short terms notice irrespective of the valuation of the Bid. In all the cases where orders are cancelled due to non-supply of stores, it will be treated as a breach of contract and the department shall take action accordingly.

- 22.2 The risk and cost clause shall be operated by the authority concluding the rate contract.

NOTE:- It is clarified that the department may resort to risk purchase without granting

any extension in delivery period.

- 22.3 In case firm fails to deliver goods within stipulated delivery period and department decides not to accept goods after stipulated delivery period, the firm shall be liable for L.D. as per clause 2.5. Besides this proportionate SD for unsupplied material may also be forfeited.

- 22.4 In case of purchase against risk and cost the Performance Security of the defaulter will be forfeited and action as per RTPP Act 2012 and thereto Rules, 2013 shall be taken.

23. PRICE FALL

- 1.0 The prices under a rate contract shall be subject to price fall clause.
- 2.0 The prices charged for the store supplied under rate contract by the contractor shall be in no event exceeded the lowest price at which the contractor sells or even offer the rates for the stores of identical description to any- one in the State during the currency of the rate contract.
- 3.0 If the rate contract holder reduces or sell or even offers the sale price of such stores at a price lower than the price chargeable under this rate contract to any- one in the State at any time during the currency of the rate contract, he shall forthwith notify such reduction or sales to the department and the price payable under the rate contract for the stores supplies after the date of coming in to force of such reduction, the rate contract price shall stand correspondingly reduced with effect from the date reducing or selling or offering lower price, for all delivery of the stores under the 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 or his authorized agent reduces the sale price of such stores or sell or even offers the rates of such stores 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 reduced price, further transaction with it, shall not be conducted.
- 4.0 The contractor shall necessarily furnish the following information/certificate to the department:
 - a) Within a month of the commencement of the contract a certificate for the lowest rates prevailing at the commencement of the rate contract.
 - b) Within a month of the expiry of every six months period a certificate for the lowest rates prevailing during the preceding six months and
 - c) Within a month of expiry of the rate contract a certificate in the following Performa:

"I/We certify that the stores of description identical to the stores supplied to the Govt. under the contract herein have not been sold by me/us to any- one in the State at the commencement of the rate contract,

during the period from ---to--- at a price lower than the price charged to the Govt. under the contract.

It shall be responsibility of the rate contract holding firm to furnish the information/ certificate in schedule time period. If firm fails to furnish the information/certificate, further transaction with the firms shall not be conducted till receipt of information/certificate.

24. STRICT COMPLIANCE OF DEPARTMENTAL TENDER DOCUMENT CLAUSES

AND INSTRUCTIONS: The tenderer will strictly comply with all the instructions as given in the annexure (classification and guidelines for submission of tender) enclosed with the Tender Document (FORM SR-16).

25. DISPUTES: If any dispute arises in the rate contract, it will be brought into the notice of Chief Engineer, Ground Water Department, Jodhpur whose decision will be final and binding.

**SUPERINTENDING ENGINEER
(CENTRAL STORE)**

Section – (f)

**Appendix, Annexure, Schedules, Forms including
Technical Specifications and Drawings etc.**

Format for Power of attorney of the representative of a firm

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the G.W.D. to issue and receive correspondence related to all matters of the tender for the “.....” against NIB No.of. Superintending Engineer (Central Store), GWD, Jodhpur. We / M/s _____ undertake the responsibility due to any act of the representative appointed hereby.

For Partnership Firm's

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3		
4	Name, Designation & signature of the person Authorized	
5	Attestation of Signature of Authorized Representative	
6	Name and Designation of person attesting the signatures	

For Limited Firm's

Name, Designation & signature of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attestation of Signature of Authorized Representative	
Name and Designation of person attesting the signatures	

- To be Prepared on Stamp Paper of Rs.100/- duly attested by Notary

Bid submission Letter

To,

The Superintending Engineer, (Central Store)
Ground Water Department, Jodhpur – 342 001

Subject – Tender for “.....”

Ref. : - Your NIB No.....Dated.....

Dear Sir ,

1. Having carefully examined all the parts of the bid documents and the addenda (if any) for the execution of the above mentioned works / Supply of goods, having obtained all requisite information affecting this tender, having visited the site and being aware of all conditions and difficulties likely to affect the execution of the contract, we, the undersigned, hereby offer to execute the work as described in the Bid Documents and to hand over the whole of the said works in conformity with the drawings, conditions of contract, technical conditions and scope of work, for the sum indicated in the financial offer and such other sum as may be ascertained in accordance with the Contract.
2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the bid documents, and subsequent addenda (if any) without any change, reservations and conditions. If any change, reservation or condition has been made in our tender we herewith withdraw it.
3. We undertake, if our tender is accepted, to commence the work and complete the work in the stipulated time as per period defined in the conditions of the bid documents.
4. If our tender is accepted we will provide a security deposit in the required form in the sums as stipulated in the bid documents.
5. We agree to abide by this tender for the period of 90 days from the date of opening of the bids and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period, and not to make any modifications in its terms and conditions which are not acceptable to you.
6. Unless and until the formal agreement is prepared and signed, this tender, together with your written acceptance thereof shall constitute a binding contract between us.
7. Together with the tender we submit the earnest money of Rs as

Dated this day 2020.....

Name designation and signature of
Authorized representative of the firm

Appendix- 3

Undertaking by Tenderer

I/ We undertake and confirm that no price information is indicated in Envelope 1.

I/ We understand that if this Undertaking is found to be incorrect, our tender may not be considered for Evaluation in future for financial evaluation, for which I/WE shall be liable for all consequences and / or damages.

Signature with seal _____

Full Name _____ Designation _____

Address _____

(Authorized representative)

Appendix - 4

I/ We _____ the undersigned hereby certify that I / We have read, understood all the terms and conditions given in the tender document, including those in the addenda issued by the Department and the same are acceptable to us without any deviations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken , my / our security may be forfeited in full and the tender, if any to the extent accepted may be cancelled.

Signature with seal _____

Full Name _____ Designation _____

Address _____

(Authorized representative)

Appendix – 5

Declaration under the Official Secret

I / We hereby declare that I / We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am /are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We understand that failure to observe the secrecy of the tenders will render the tender, liable to summary rejection.

Signature with seal _____
Full Name _____ Designation _____
Address _____
(Authorized representative)

Appendix -6

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authorities as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competitions.

Date: _____ Place: _____
Signature with seal _____
Full Name _____ Designation _____
Address _____
(Authorized representative)

Appendix - A

AFFIDAVAT
(Stamp Rs. 50/-)

I _____ S/O _____ Age _____
 _____ Years _____ Resident Address is Proprietor /
 Partner/Director of _____ do hereby solemnly affirm and
 declare that:

- (a) My/Our above noted enterprise M/s _____ has been issued
 acknowledgement of Entrepreneurial Memorandum Part - II by the District
 Industries Center Jodhpur. The acknowledgement No _____ is dated
 _____ and has been issued for manufacture of following items:

Name of the Item

Annual Capacity

Qty.

Amount (Rs.)

- i)
- ii)
- iii)
- iv)
- v)

- (b) My /our above noted acknowledgement of Entrepreneurial Memorandum Part - II
 has not been cancelled or withdrawn by the Industries Department and that the
 Enterprise is regularly manufacturing the above item.
- (c) My/ our enterprise is having all the requisite plant and machinery and is fully
 equipped to manufacture the above noted items.

Signature of Proprietor / Director

VERIFICATION

I _____ Proprietor of M/s
 _____ verify and confirm that the contents at (a), (b) & (c)
 above are true and correct to the best of my knowledge and nothing has been
 concealed therein So help me God.

DEPONENT

INFORMATION TO BE SUPPLIED BY THE BIDDER

i	Name of Firm	.....
ii	Address	.....
iii	Telephone No / Fax / e-mail of office / Factory/ Residence	.....
2	<u>In case of Private Limited Co.</u>	
i	Whether article of association and Memorandum enclosed or not.	Enclosed at page No.....Not enclosed/ Not applicable.
ii	List of present directors along with their current & permanent address enclosed or not	Enclosed at page No. ....Not enclosed/ Not applicable
b)	<u>In case of Partnership firm</u>	
	Whether copy of partnership deed in case of partnership firm along with their address enclosed or not	Enclosed at page No. Not enclosed/ Not applicable
3	i) Name of authorised power of attorney holder	.....
	ii) Address	.....
	iii) Telephone No. Residence / Office/ mobile no. / email	.....
4.	<u>(a) In case of Limited Company</u>	
i)	Whether power of attorney duly attested by Public Notary on non-judicial stamp paper authorizing the signatory to submit the Bid and letters and to sign the contract and other document enclosed	Enclosed at page No. Not enclosed/ Not applicable
ii)	Resolution of Board of Directors in favour of power of attorney enclosed or not.	Enclosed at page No.....Not enclosed/ Not applicable
(b)	In case of partnership firm whether power of attorney duly signed by all partners enclosed or not.	Enclosed at page No. Not enclosed/ Not applicable
5.	Copy of Bid document duly digitally signed.	Enclosed at page No. ....Not enclosed/ Not applicable
6	<u>Bid security</u>	
	Amount Deposited	.....
	CIN Receipt No. & Date	.....
7	Registration certificate	
i)	Whether manufacturing unit is outside Rajasthan/ Inside Rajasthan	Out of State/ Within State
ii)	Whether Micro, Small and Medium Enterprises situated in Rajasthan or Large unit	Micro, Small and Medium Enterprises situated in Rajasthan / Large
iii)	If Micro, Small and Medium Enterprises situated in Rajasthan enclose notarized copy of registration certificate issued by Director of Industries, Rajasthan.	Enclosed at page No. Not enclosed/ Not applicable
iv)	If Micro, Small and Medium Enterprises situated in Rajasthan. Please also enclose an attested copy of acknowledgement of EM II with an affidavit as per clause 3.2.(a) in the <i>format as per Appendix A</i> :	Enclosed at page No. Not enclosed/ Not applicable
v)	If Large or Medium, notarized copy of registration under Factory act to be enclosed.	Enclosed at page No. Not enclosed/ Not applicable
vi)	(a) Whether micro, small enterprises situated in Rajasthan is owned by the member of SC/ ST :	Yes / No
	(b) If Answer of point no. (vi)(a) is yes please indicate caste category : SC / ST	..... Name of the owner , Caste certificate of the Owner enclosed at Pg. No.....
	(c) If Answer of point no. (vi)(a) is yes please submit the self -attested copy of the caste certificate of the owner of such micro, small enterprises of the State issued by the competent authority. :	.....
8	a) Kindly indicate your monthly quantity (in terms of amount), which you can deliver against this contract.	.....
	b) Total production capacity per month (for information only (please mention amount in lacs).	Rs.....lacs
9	Please mention:	
a)	Your GST Registration Number for location of manufacturing place. Registration No.	Copy enclosed at page No./ Not enclosed
10	a) ISI marking license and its validity. Please enclose notarized copy of the same. (If Applicable and required in conditions of the tender)	Validity
	b) Mention location where material shall be inspected. (This should be as per location mentioned in valid BIS license) Note: 10 (a) & (b) will be applicable if there is such conditions in the tender.	Enclosed at page
		Address.....
11	State whether all tests shall be carried out at the factory. If not, name the place or laboratory where such tests shall be arranged by the Bidder. [applicable if there is such conditions in the tender]	.....
12.	(i) Date of establishment of unit/factory/mill: _____	
	(ii) Type of Unit: Micro/Small/Medium/Large Scale Unit: _____	
	(iii) Details of Mines owned or mines owner whose undertaking is submitted.....	
	(iv) Registration No.: _____	
	(v) Registering Authority: Industries Deptt., Rajasthan/Other State/NSIC.	
	(vi) Item for which registered: _____	
	(vii) of works (Address)/Telephone No./Fax No.	
	(viii) Production Capacity(Qty.) : (a) Monthly :(b) Annually :	
	(ix) Offered Capacity(Qty.) : (a) Monthly :(b) Annually :	
	(x) Experience (in years): _____	

Appendix - C

**ANNUAL REQUIREMENT & TECHNICAL SPECIFICATIONS OF BENTONITE POWDER
(DTC dtd. 09.10.2020)**

**GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JODHPUR.**

TENDER SPECIFICATION OF THE BENTONITE POWDER

1. APPLICATION:-

The Bentonite Powder is required for use with water in tubewell drilling by Direct Circulation Rotary Drilling Rigs in various areas of Rajasthan State.

2. QUANTITY REQUIRED:-

The destination wise requirements are indicated as under:-

S. No.	Divisional Store	Total App. Qty. (MT) for One Year	Estimated monthly requirement (MT)	Remarks
1.	Jodhpur	330	27	Qty. in monthly requirement has been taken in nearest full truck load Qty.
2.	Jalore	83	9	
3.	Barmer	257	18	
4.	Jaipur	66	9	
5.	Bikaner	198	27	
6.	Alwar	66	9	
	TOTAL	1000		

3. TECHNICAL SPECIFICATIONS :

S.N.	Characteristics		Requirement	
Sodium based water drilling grade bentonite powder for use with water in tubewell drilling by Direct Circulation Rotary Drilling Rigs according to the following specifications:				
1.	Loss on drying. Percent by weight Max.		12	
2.	Ph		8.5-10	
3.	Fineness	a) Dry	To pass through 150 micron IS sieve percent by mass Min.	98
			To pass through 75 micron IS sieve percent by mass Min.	90
		b) Wet	To pass through 45 micron IS sieve percent by mass Min.	98
4.	Viscosity at 30°C centipoises, Min.		Apparent	15
			Plastic	6
5.	Fluid / Filtration loss ml. Max.		15 to 20 ml.	
6.	Sand Content, percent by mass, Max.		2% by mass	
7.	The Bentonite Powder should be packed in good quality strong HDPE bags The capacity of each bag should be 40 or 50 kg. and these packing should be duly marked as "Govt. of Raj., GWD" and also month/year of manufacturing.			

NOTE: - The tenderer has to submit test certificate about their submitted sample issued by government recognized laboratory or from the laboratory of the Deptt. of Mines and Geology (DMG) indicating results of test for all the above mentioned. The certificate qualifying in all the parameters will be considered for opening of financial offer if all other eligibility and qualification criteria are fulfilled by such bidders.

Appendix - D

Form of Bid Securing Declaration

To,
The Chief Engineer,
Ground Water Department,
Jodhpur

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with you, **Chief Engineer, GWD, Jodhpur** for the period of time of **1 year** starting on, **(from the date of approval letter)** 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 BDS”); or
- b. having been notified during the period of bid validity specified in the BDS, about the acceptance of our bid by you,
 - i. fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - ii. fail or refuse to furnish the performance security, in accordance with the Instructions to bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- c. not accept the correction of arithmetical errors in accordance with the ITB; or
- d. 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.

Seal and Signature of Bidder

Note: Bid Securing Declaration shall only be dully filled in by the Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

3. TENDER FORMS

The Tenderer has to fill in all tender forms (if applicable) in this document and to submit them duly signed and stamped. They shall be used for the evaluation of his offer, the assessment whether his tender is substantial and for his pre-qualification.

The Tenderer shall neither add nor delete the texts of the forms. This might lead to the rejection of the tender. The papers shall remain bound in the tender document issued to the Tenderer. The supporting papers as indicated in the tender document should be submitted online, in the same order as they appear hereafter.

1 Tender forms and supporting papers required

Designation	What to do?	Supporting papers
Statement having read Tender Document and addenda	To be filled in, signed and stamped	
General information about the tenderer	To be filled in, signed and stamped	*Power of attorney, attested by notary on non-judicial stamp paper of Rs 100/- *Earnest money, tender fee and processing fee in required form *GST Registration Certificate.
Tender Letter, Declaration and Undertakings	To be filled in, signed and stamped	
Pre - Qualification Schedules	To be filled in, signed and stamped	*Evidence of work experience of firm i.e. satisfactory work completion certificate etc.

Signature of authorized representative.....

4. STATEMENT HAVING READ THE TENDER DOCUMENTS

We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings, technical specifications of the tender documents and subsequent addenda (if any) without any change, reservations and conditions.

Tender documents purchased from GWD

Section	Part	Total pages*
Section (a)	Notice of Invitation of Tenders (NIB)	
Section (b)	Instructions to Bidders, (ITB)	
Section (c)	Bid Data Sheet (BDS)	
Section (d)	Qualification and Evaluation Criteria	
Section (e)	Bidding Forms	
Section (f)	General Conditions of Contract	
	Special Conditions of Contract	
Section (g)	Appendix including Technical Specifications and Drawings etc.	
Section (h)	Annexure and forms related to Rajasthan Transparency in Public Procurement Rules / Acts	

2 Addenda issued by GWD*

Addendum No.	Dated

***TO BE FILLED IN BY THE TENDERER**

Signature of authorized representative.....

SCHEDULE – 2 PRE - QUALIFICATION SCHEDULES

2.1 Details of Experience related to supply of .

S.N	Name of the Deptt. or Customer	Work Order No/ date/	Ordered Qty. (MT)	Supplied Qty. (MT)	Copy of the Work order / Rate Contract	Documents for supporting evidence about satisfactory execution of work as per order

2.2 Details of Processing Units owned by the Bidder/ Owned by other than the Bidder but undertaking of whom submitted against the tender :

S. N	Complete Address of the Processing Unit	Owned by the Bidder (Yes / No)	Name of the owner if owned by other than the bidder	Undertaking submitted by the owner if it is other than the bidder (Yes / No)	No. of Mills / Processing Units available	No. of Mills / Processing Units which are in working	Monthly Capacity of all the working Processing Units / Mills Qty. (MT / Month)	Annual Capacity of all the working Processing Units / Mills Qty. (MT / Year)

2.3 Details of Mines owned by the Bidder / Owned by other than the Bidder but undertaking of whom submitted against the tender :

S. N	Complete Address of the Mines	Owned by the Bidder (Yes / No)	Name of the owner if owned by other than the bidder	Undertaking submitted by the owner if it is other than the bidder (Yes/No)	Monthly Capacity (MT / Month)	Annual Capacity (MT / Year)

SIGNATURE OF AUTHORIZED REPRESENTATIVE.....**Schedule - 3 Deviations from Technical Specification**

All deviations from Technical Specifications shall be filled in by the Bidder, clause by clause, in this Schedule. It may be noted that the Specifications given in the Appendix – ‘C’ of Bid Document are the minimum acceptable; the bidders are free to quote standards that are better / higher than the ones referred to in the Bid Document.

Clause Ref. of Bid Document or Technical Specification	Specification	Deviation	Standard to Which offered material/equipment confirms

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications of the Bid and he accepts all the remaining scope and specifications contained in the Bid document.

Signature of authorized representative.....

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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

- i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners / shareholders in common; or
 - b. receive or have received any directly or indirect subsidy from any of them; or
 - c. have the same legal representative for purpose 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 of any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or services that are the subject of the bid; or
 - g. Bidder of any its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

Annexure B**RTPP Rules: Declaration by the bidder regarding Qualifications****Declaration by the Bidder**

In relation to my / our Bid submitted Superintending Engineer (Central Store), Ground Water Department, Rajasthan, Jaipur for procurement of -----
----- in response to their notice inviting Bids No. -----
----- I/we hereby declare under section 7 of Rajasthan
Transparency in Public Procurement Act, 2012 that:

1. I/we process the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my / our obligation to pay such of the taxes payable to the union and the State Government of any local authority as specified in the Bidding document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my / our affairs administered by a court or a judicial officer, not have my / our business activities suspended and not the subject of legal process dings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my / our professional conduct of the making of false statements of misrepresentations as to my / our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rule and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C

RTTP Rules: Grievance Redressed during Procurement Process

The designation and address of the first appellate authority is Administrative Department Ground Water Department, Rajasthan Secretariat near Statue Circle Jaipur

The designation and address of the second appellate authority is Finance Department Govt. of Rajasthan

1. Filing an appeal

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

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

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

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

expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (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.

6. Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees the thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

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

FORM No 1
[See rule 83]

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

Appeal No of

Before the (First /Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant
- (ii) Official address, if any

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 appellant in aggrieved:

- 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative;
- 5. Number of affidavits and documents enclosed with the appeal;
- 6. Grounds of appeal:
- (Supported by an affidavit)
- 7. Prayer;.....
- Place :
- Date

Appellant's Signature
Annexure D

RTTP Rules: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

If the bidder that submitted the lowest evacuated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited of its Bid Securing Declarations shall be executed.

AGREEMENT**(See Rule-68)**

1. An agreement made this _____ day of _____ between _____ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors & administrators of the one part & the Government of the state of Rajasthan (hereinafter called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved supplier has agreed with the Government to supply to the _____ of the state of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column ____ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs. _____ in _____ as performance security as detailed below:
 - a. Cash/Bank Draft/Challan No./Banker Cheque No. _____ dated ____/ Bank Guarntee No.....dated.....
 - b. Post Office Saving Bank Pass Book duly hypothecated to the Departmental authority.
 - c. National Saving Certificate /Defence Saving Certificates, KishanVikasPatras, or any other script / instrument under National Saving Schemes for promotion of small savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these present witness:
 - (1) In consideration of the payment to be made by the Government through ----- at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in..... andthereof in the manner set forth in the conditions of the tender and contract.
 - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. datedand also opened to this agreement will be deemed to be taken as part of this agreement & are binding on the parties executing this agreement.
 - (3) Letter Nos. received from tender & letters Nos. issued by the Government & appended to this agreement shall also from part of this agreement.
 - (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe & keep the said terms & conditions, the Government will through pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - 4(b) The mode of payment will be as specified below:
 1.
 2.
5. The delivery shall be effected & competed within the period as mentioned in supply order from the date of supply order.

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply;
- (a) Delay up to one fourth period of the prescribed delivery period.-**2.5%**
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.-**5%**
 - (c) Delay exceeding half but not exceeding 3/4th of the prescribed delivery period.-**7.5%**
 - (d) Delay exceeding three fourth of prescribed delivery period.-**10%**

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

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

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

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

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

In witness whereof the parties hereto have set their hands on the ----- day of -----, 2020 .

**SIGNATURE OF THE
APPROVED SUPPLIER**

**SIGNATURE FOR AND ON
BEHALF OF GOVERNOR (DESIGNATION)**

DATE :

WITNESS

Name :

Address:

Model of Bank Guarantee for Security Deposit
(To be submitted on non judicial stamp paper duly purchased by bank)

To
THE GOVERNOR OF THE STATE OF RAJASTHAN
Through CHIEF ENGINEER GWD, Jodhpur.

Whereas the Governor of the State of Rajasthan through Chief Engineer (here-in-after called "the Department") having entered into an agreement No ___ dated ___ with M/s _____ (herein after called the contractor) for _____, herein after called "the said Agreement" under which the contractor(s) M/s _____ have applied to furnish Bank Guarantee to makeup the full Security Deposit.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in agreement. We _____ (indicate name of the "Bank"), here-in-after referred to as the "Bank" at the request of M/s _____, contractor(s), do hereby undertake to pay to the Department an amount not exceeding Rs. _____ (Rupees _____ only) on demand.
2. We _____ (indicate the name of Bank), do hereby undertake to pay Rs. _____ only) under this guarantee without any demur or delay, merely on a demand from the Department. Any such demand made on the bank by the Department shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Department and We _____ (indicate the name of Bank), bound ourselves with all directions given by Department regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).
3. We _____ (indicate the name of Bank), undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the Department or any indulgence by the Department to the said contractor or by any such matter or thing whatsoever which would but for this provision, have effect of so reliving us.
6. The liability of us _____ (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We _____ (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.
8. This Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rupees _____ only).
9. It shall not be necessary for the State Department to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the State Department may have obtained or obtain from the contractor.
10. The Bank Guarantee shall be payable at the headquarters of the Division, or the nearest District Headquarters. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. The security deposit for the work may be refunded after 4 months from the date of completion of RC and submission of Contract Completion Report in prescribed format (which will be provided with letter of the RC) by the Supplier duly verified by the paying officer.

**Dated _____ day of _____ for and on behalf of the Bank
(indicate the Bank)**

Signature & Designation

**The above Guarantee is accepted by the Department of the State of Rajasthan
For and on behalf of the Governor of State of Rajasthan**

Signature