GOVERNMENT OF RAJASTHAN

BID DOCUMENT

FOR

Supply of Goods :- Procurement of DTH Hammers 6" (150mm) series SD-6 Type (Annual Rate Contract)

NIB No. OT – 2/CST/GWD/2017 – 18 DATE 10.08.2017

ITEM NO.2

SUPERINTENDING ENGINEER
(CENTRAL STORE)
GROUND WATER DEPARTMENT
NEW POWER HOUSE ROAD
JODHPUR – 342 001
Tel : 0291-2431942 (O)
FAX : 0291 – 2431942 / 2631295
E – mail : secsgwdjdp@gmail.com
website - http://phedwater.rajasthan.gov.in

August 2017
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<td>Cost of tender documents (Bid Document Fee)</td>
<td>Rs. 500/- per set of tender documents in cash or EQ in favor of Supervising Engineer (C.S.), GWO, Jodhpur. (Rs. 250/- for Micro, Small and Medium Enterprises of the State of Rajasthan.)</td>
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<td>Escrow Cost</td>
<td>Rs. 4,354/- only</td>
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<td>Earnest Money (Bid Security)</td>
<td>Rs. 8/00/- for all enterprises other than Micro, Small &amp; Medium Enterprises of Rajasthan, Rs. 2,175/- for Micro, Small and Medium Enterprises of the State of Rajasthan.</td>
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<td>5</td>
<td>Place and address of Selling of tenders (may be downloaded from <a href="http://shedwater.rajasthan.gov.in">link</a>, website: <a href="http://shedwater.rajasthan.gov.in">link</a>)</td>
<td>Superintendent, (Central Store) GWO, New Power House Road, Opp. Hindustan Radiator, Jodhpur – 342 001. Telephone No (0291) 2431942 Fax: 0291 – 2431942/2631295 e-mail: <a href="mailto:serswgoj@rediffmail.com">serswgoj@rediffmail.com</a>, website: <a href="http://shedwater.rajasthan.gov.in">http://shedwater.rajasthan.gov.in</a></td>
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<td>6</td>
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<td>Superintendent, (Central Store) GWO, New Power House Road, Opp. Hindustan Radiator, Jodhpur – 342 001. Telephone No (0291) 2431942 Fax: 0291 – 2431942/2631295 e-mail: <a href="mailto:serswgoj@rediffmail.com">serswgoj@rediffmail.com</a>, website: <a href="http://shedwater.rajasthan.gov.in">http://shedwater.rajasthan.gov.in</a></td>
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<td>03.10.2017 up to 11.00 AM</td>
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<td>8</td>
<td>Last date for submission of tender</td>
<td>03.10.2017 up to 1.00 PM</td>
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<td>9</td>
<td>Date and time of opening of technical bids</td>
<td>03.10.2017 (at 3.30 PM) in the office of the Superintendent, (Central Store) GWO, Jodhpur</td>
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<td>Validity of Tender</td>
<td>90 days from the date of opening of bid</td>
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[Signature]

Approved in SPC/Del. Level P.C. [Stamp]
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Section – (a)

Notice Inviting Bid
(NIB)
NOTICE INVITING BID

1. Open tenders on Double Cover (Double Part) are hereby invited on behalf of Government of Rajasthan for the following supply of goods on rate contract basis from manufacturers/ Fabricators, whole seller/distributor/ dealer/ authorized dealer/ sole selling agent/ marketing agent/ Service Providers having experience and ability for supplying of such items. The tender documents can be purchased from the office address Superintending Engineer, (Central Stores), GIDC, Jodhpur or may be downloaded from the website http://spj.gujarat.gov.in. Details of the tender notification and tender conditions can also be seen in the NBR exhibited on website http://spj.gujarat.gov.in. Tenders are to be submitted Physically.

2. GENERAL DETAILS OF WORKS:

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<th>Item No.</th>
<th>Description of the tendered work</th>
<th>Estimated Tender Value (Rs. in Lakhs)</th>
<th>EMD (in Rs.)</th>
<th>Tender Document Fee</th>
<th>Last Date for submission of the bid document</th>
<th>Date and time for opening of Bids</th>
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<td>Rate Contract for Supply of DTH Antennas 6&quot; (200mm) series (SD-8 Type) (Annual Rate Contract)</td>
<td>7.60</td>
<td>15200/-</td>
<td>510/-</td>
<td>03.10.2017 up to 1.00 pm</td>
<td>03.10.2017 at 3.30 pm</td>
</tr>
<tr>
<td>2</td>
<td>Rate Contract for Supply of DTH Antennas 6&quot; (150mm) series (SD-8 Type) (Annual Rate Contract)</td>
<td>4.35</td>
<td>8701/-</td>
<td>500/-</td>
<td>03.17.2017 up to 1.00 pm</td>
<td>03.10.2017 at 3.30 pm</td>
</tr>
<tr>
<td>3</td>
<td>Rate Contract for Supply of DTH Antennas 6&quot; (150mm) series (MM-6 Type) (Annual Rate Contract)</td>
<td>5.85</td>
<td>11700/-</td>
<td>500/-</td>
<td>03.10.2017 up to 1.00 pm</td>
<td>03.10.2017 at 3.30 pm</td>
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3. The cost of the tender document (Bid Document Fee) as mentioned against each item is to be paid in Cash/DD in the name of "OFFICE OF THE SUPERINTENDING ENGINEER, CENTRAL STORE (GIDC), JODHPUR" in the manner as prescribed in the tender document.

4. IMPORTANT DATES:

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<th>S. No.</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
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<tr>
<td>1</td>
<td>Last date &amp; time for sale/ distribution of tender document</td>
<td>03.10.2017 up to 11.00 A.M.</td>
<td>in the Office of the Superintending Engineer (Central Stores), GIDC, Jodhpur <a href="http://spj.gujarat.gov.in/">http://spj.gujarat.gov.in/</a></td>
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<td>2</td>
<td>Last date &amp; time for submission of tender (Physical Form)</td>
<td>03.10.2017 at 1.00 PM</td>
<td>in the Office of the Superintending Engineer (Central Stores), GIDC, Jodhpur</td>
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<td>3</td>
<td>Opening bids/ Technical bids</td>
<td>03.10.2017 at 3.35 PM</td>
<td>in the Office of the Superintending Engineer (Central Stores), GIDC, Jodhpur</td>
</tr>
</tbody>
</table>

5. Instructions to Bidders:

5.1 The bids for the Items are invited from the registered contractors who are interested in bidding and can purchase the tender documents from the address: web address as indicated above.

5.2 Tenders are to be submitted physically within the date and time schedule as mentioned in the NBR and such submitted tenders will be opened on the scheduled date as specified in the tender document in the office of the Office of the Superintending Engineer, (Central Stores), GIDC, Jodhpur.

5.3 An earnest money of Rs. 500/- (Rupees five hundred) as security deposit in the form of Demand Draft drawn in favor of "Superintending Engineer (Central Stores), GIDC, Jodhpur." in favor of the Government of Rajasthan.

5.4 Security Deposit - Successful tenderer will have to execute an agreement in the format enclosed with the tender document within three months from the date of dispatch of the tender document. The earnest money deposited at the time of tender will be adjusted towards security amount. The earnest money will be refunded if the tenderer fails to execute the agreement. The earnest money will be refunded if the tenderer fails to execute the agreement, and the scraps of the tender document and the earnest money will be returned to the tenderer within three months of the submission of the tender document. The earnest money will be refunded if the tenderer fails to execute the agreement. The earnest money will be refunded if the tenderer fails to execute the agreement, and the scraps of the tender document and the earnest money will be returned to the tenderer within three months of the submission of the tender document.

5.5 The date for submission of the tender document shall be extended if the date falls on a holiday or a day not notified as a public holiday or a day not falling within the calendar month of the original date.

5.6 If any tenderer withdraws his tender prior to expiry of the valid period as mentioned in the tender document or extended period or makes modifications in the rates, terms and conditions of the tender document, the tender shall be invalidated, and the tenderer will be liable to prosecution. The tenderer shall be liable to prosecution if the tender is submitted after the expiry of the tender period.

5.7 All tenders received less than the required earnest money or not meeting the eligibility criteria or the tender documents are incomplete or not properly sealed will be rejected.

5.8 No conditional tenders shall be accepted and will be rejected summarily for the same.

5.9 The department will not be responsible for any delay in issue of tender documents or tenders issued without earnest money or not properly sealed will be rejected.

5.10 All the conditions shall be prevailing as detailed in the departmental tender document (in the respective sections, volumes, and pages).
निविदा सूचना :

निविदा संख्या : OT - 2/KEW/GWD/2017 - 18 ITEM NO.2-दिनांक 10.08.2017

राजस्थान के राज्यपाल की ओर से अधीक्षक अभियंता (से.म.) मु-जल दिगम्बर, चू वा सार्वजनिक सेवा, जोधपुर द्वारा निम्नानुसार समय की आपूर्ति किये जाने हेतु बोनाफाइड मैनुफाक्चरर्स/फैक्टर्स/ थोक विक्रेताओं /वितरक/ ऑथोरिज़ेड जीलर/ डीलर/ सोल सेलिंग एजेंट/ मान्यतिदाता/ इस प्रकार की समय की आपूर्ति में अनुप्रेरणा एवं सोयगता बढ़ाने वाले निम्नानुसार आपको स्वीकार करने के लिए आमंत्रित करता है।

निविदा प्राप्त अधीक्षक अभियंता के कार्यालय से प्रत्येक आईडीटी के आगे अकिल दिनांक तक 11.00 बजे तक निम्नानुसार शुरू करके खोलनें जा सकते हैं अथवा डाउनलोड http://sppp.rajasthan.gov.in/ से अथवा विभागीय वेबसाइट http://phedwater.rajasthan.gov.in/ री डाउनलोड किये जा सकते हैं जिस हेतु निविदा शुरू करके से निविदा प्रस्तुत करने की अवधि (तारीख एवं समय से पूर्व चुक नहीं करा) जाना आवश्यक है। प्राप्त निविदाएं प्रत्येक आईडीटी के आगे अकिल दिनांक का दोपहर 1.00 बजे तक स्वीकार की जाएगी। उसी दिन दोपहर 3.30 बजे तक खोली जाएगी। अमनत राष्ट्रीय बैंक ड्रायप्रोट के माध्यम से निम्न हस्ताक्षरकों के नाम ही स्वीकार की जाएगी।

निविदा खोलने की दिनांक को अलगाव घोषित होने पर अगला कार्य दिन उपलब्ध निम्नानुसार समय पर निविदा प्राप्त की ओर खोली जाएगी। जब शायद कार्यालय में कार्यालय समय में अथवा वेबसाइट http://sppp.rajasthan.gov.in/पर अथवा विभागीय वेबसाइट http://phedwater.rajasthan.gov.in पर भी देखी जा सकती है।

<table>
<thead>
<tr>
<th>आईडीटी संख्या</th>
<th>तक्षण</th>
<th>अनुप्रेरणा सार</th>
<th>निविदा प्राप्त कार्यालय 1/डाउनलोड किये जाने की अवधि दिनांक</th>
<th>निविदा प्रस्तुत करने की अवधि दिनांक</th>
<th>निविदा स्वीकार की दिनांक</th>
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<tr>
<td>1</td>
<td>डी. एच. 8 इंच (200 मी. नाई)</td>
<td>7.60 15200/-</td>
<td>500/- 03.10.2017 up to 11:00 am</td>
<td>03.10.2017 at 1:00 pm</td>
<td>03.10.2017 at 3:30 pm</td>
</tr>
<tr>
<td>2</td>
<td>डी. एच. 6 इंच (150 मी. नाई)</td>
<td>4.35 9700/-</td>
<td>500/- 03.10.2017 up to 11:00 am</td>
<td>03.10.2017 at 1:00 pm</td>
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</tr>
<tr>
<td>3</td>
<td>डी. एच. 6 इंच (150 मी. नाई)</td>
<td>5.85 11700/-</td>
<td>500/- 03.10.2017 up to 11:00 pm</td>
<td>03.10.2017 at 1:00 pm</td>
<td>03.10.2017 at 3:30 pm</td>
</tr>
</tbody>
</table>
Section – (b)

Instruction to Bidders
(ITT)
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 the work is the Ground Water Department, Jodhpur, Rajasthan through the Supervising Engineer (Central Store) GWO, Jodhpur, or other agency as decided by the Govt.
   1.2 Type of Contract: The Contract is a rate type contract which includes supply of the goods as per tender specification upon approved rates. The name of the supply of goods is under this Contract is “Rate Contract for Supply of DTH Hammer 6” (150mm) series – SFD Type (Annual Rate Contract)
   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, 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 Records Act for maintaining secrecy of the bid documents, drawings and other records connected with the work given to him in form given below.

Declaration

"I hereby declare that I shall treat the bid documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate the information derived therefrom to any person to whom I am authorized to communicate the same or use the information in any manner prejudicial to the safety of the same."

Failure to observe the secrecy of the bids will tender 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 included. 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 violation by him of all 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 disqualify the contractor / supplier.

1.9 General directions and descriptions of work and materials given in the Specification or on the Drawings are not necessarily repeated in the Price Schedule and reference is to be made to the Specification and the Drawings for this information.

1.10 The tender should be accompanied with latest sales tax clearance certificate from the concerned Departmental authorities, without which the tender may not be entertained.

2. Address for Communications: Superintendent Engineer (Central Store), Ground Water Department, Near Powar House Road, Jodhpur – 342001. Ph: 0291 – 2431962 Email: secgeneral@gmail.com

3. Period of Contract: One year from the date of issuance of the RC letter for DTH Hammer. However approved ranges for spare parts will be valid for a period of 18 months from the date of issuance of the RC letter.

3.1 The ordered quantity is to be supplied within 30 days from the date of issuance of the Purchase Order.

3.2 Definitions:
   3.2.1 Facilities: Shall mean all works and its equipment(s), components which have been supplied and/or installed and/or constructed in the contract for works and shall include any additions, modifications, alterations, replacement and/or repairs as may be deemed fit from time to time during execution period.
   3.2.2 Clause: Unless otherwise defined in this sub-clause should be deemed to include the reference to “Clause” made in any section of the document, it shall mean referenced clause of that section.
   3.2.3 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 document are to be construed 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: Any manufacturer, Fabrioes, whole-seller/distributor, authorized dealer/selling agent /representing agent for manufacturing /supplying DTH hammers are eligible. The manufacturer / fabricators have to submit the documentary evidence about manufacturing of DTH hammer and rest of the eligible bidders have to submit certificate issued by the manufacturer with an authorization to bid in the above tender, the certificate should be valid till the validity of bid which will be required to be validated till the period of the Rate Contract (if contract is awarded to such bidder). The manufacturer certificate shall be strictly in prescribed format as enclosed at Schedule 2 (2.3).

(A) Technical Criteria:
   1. Work Experience: The Bidder should have experience about supply of DTH Hammer of 6" or above series and they have to enclose copy of the documents about supply of such hammers for a qty. 5 Nos. in last 5 years. A copy of the satisfactory performance report for at least 2 hammers from the user – any govt. dept / govt. undertaking is required to be submitted.
   2. Ownership of Manufacturing Unit: The bidders who are manufacturer/fabricators of DTH Hammer of 6" or above series are required to be submitted the details of manufacturing and fabricating unit owned by themselves.
   3. The bidders other than the manufacturer/fabricators are required to submit manufacturer authorization certificate issued by the manufacturer with an authorization to bid in the above tender, the certificate should be valid till the validity of bid which will be required to be validated till the period of the Rate Contract (if contract is awarded to such bidder). The manufacturer certificate shall be strictly in prescribed format as enclosed at Schedule 2 (2.3).

(B) Financial & Other Criteria:
   (i) Tenderer firm have submitted Bid Security (earnest money), tender fee in prescribed form.
   (ii) Responses to all requirements of the tender documents and the instructions.

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 issued at the date of submission of the bid:
   - Notice Inviting Bids (NIB)
   - Invitation to Bidders (ITB)
   - Bid Data Sheet (BDS)
   - Qualification and Evaluation Criteria
   - Bidding Forms
   - Conditions of Contract and Contract and Contract Forms:
     (i) General Conditions of Contract
     (ii) Special Conditions of Contract
   - Appendices including appendix for technical specifications etc.
   - Annexures and forms as per RITP Rules 2013
   - Schedule of Prices

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 land 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 or damage to property and any other loss, damage, costs and expenses incurred as a result of such visits.
5.3.2 The Bidder shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price, as to the general conditions as at the delivery site of the material, as to the general labour position, as to the transport conditions, as to the availability of approaches to the road, as to the climatic and meteorological conditions and to have fixed his price 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 violation with the site inspection.

No claims except as otherwise expressly provided will be entertained 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 the meaning he should notify the Department in writing. Bidder is required to submit all clarifications in writing or by fax, to reach the Department not later than three weeks before the last date of bid submission. The Department may request any response that is made prior to this deadline.

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 on the website http://www.rajasthan.gov.in or, through post or e-mail and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

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 submission of bids, in which case, the Department will notify the extended deadline, for submission of tenders on website http://www.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 alterations or exceptions are allowed, in the specifications and in the basic requirements of the goods.

6.2.2 Bidders, in the event of any alteration in the basic requirement, as specified in Scope of Work and / or Technical specifications and its addition, 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 a price to supply goods / equipment of 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 and latest Indian standards and to the latest Indian standards.

6.3.2 Manufacturer's Authorization: If required in the BIDS, the Bidder that does not manufacture or produce the Goods it 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". Whatever 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 it 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 contracts of contact(s).

6.5 Bid Prices:

6.5.1 There is a single bid price.

6.5.2 The rates quoted must be for delivery at Conagore State inclusive of packing, loading, unloading, transportation, insurance charges, in form SR-15. Please note that some elements of GST should be shown separately in percentages of the total price.

6.5.3 The Bidder should also quote prices of all the spare parts of the machinery separately from the main SR 15 which will be used for procurement of these spare parts as per requirement during the course of the contract. The prices offered for these spare parts will not be used for the purpose of financial evaluation for defining the ranking of the Bidder. However, it may be negotiated with the lowest bidder. The delivery period for the spare parts ordered in one P.O. will be 30 days from the date of issuance of the order. The prices as offered for the spare parts will be approved for the period of 18 months from the date of issuance of the contract, accordingly prices for the spare parts are to be offered considering this factor.

6.5.4 The rates quoted by the Bidder shall allow for all costs including labour, materials, construction plant and equipment, transport charges, insurance, supervision, profit, all other expenses to fulfill the obligations and all risks set forth or implied by any clause of the bid document referred, Custom Duty, Income Tax, GST or any other duties, taxes, charges whatever 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 which apparently no corresponding item is given in the Price Schedule shall be included to the Prices entered against the items.

6.5.5 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.

6.5.6 GST or any other taxes will be deducted as per ruling by the DDO from the payment against the invoice for the supply of material.

6.6 Bid Currency: All prices shall be quoted in the Indian Rupees. The Department will not arrange any foreign currency exchange for import of any type of material/plant/ equipment 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 part of the BID documents.

6.7.2 The documentary evidence may be in the form of literature, drawings or data and shall consist of a detailed description of the essential technical and performance characteristics of the documents and Related Services, demonstrating substantial representations 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 accepted shall establish the Bidder's satisfaction to the Purchaser's satisfaction:

(a) That, if required in the BIDS, a Bidder that does not manufacture or produce the goods is offers to supply shall submit the Manufacturer's Authorization using the 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.

(b) That the Bidder meets all of the qualification criteria specified in the Section - Evaluations and Qualification Criteria as well as mentioned in RFB.

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. 6700/- in Indian Rupees must accompany each bid in cash or Banker's Demand Draft in the name of Superintendent Engineer (Central Stores), G.R.O. Kodapur payable at "Kodapur". These should be deposited with the Cashier or authorized clerk in physical form. Bid Security for Rajasthan State SS and Sub Units of Rajasthan will be as per applicable rules.

6.10.2 The Bid Security, lodged by the successful Bidder, will be adjusted towards Security Deposits. The remaining 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 his bid during the period of bid validity
(b) If the bidder fails when 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 rates.
(d) If a bidder withdraws after opening, order for debarring him from business shall be taken as per rates.
(e) For any other act of the bidder detailed herein, forfeiture of Earnest Money.

6.11 Cost of Bid Document Fee: Tender fee as required in ITB shall be deposited either in form of cash or bankers cheque or demand draft of Nationalised or Scheduled bank in the name of Supervising Engineer (Central Store), GMD, Indapur payable at Indapur. The fee is to be deposited in the office of the Supervising Engineer (Central Store), GMD, New Power House Road, Indapur in personal form as per prescribed time schedule.

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 / Pre-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.
6.12.2 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/bids to execute the agreement, the department shall have the right to reject any other 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, 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.
6.12.3 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 validity period, the Earnest Money shall also be suitably extended.

6.13 Format and Signing of Bid:
6.13.1 The complete Bid Document duly filled and signed on each page of the tender document by the authorized person of the tenderer is required to be submitted as per schedule defined. However EMU and Tender Fee is required to be deposited separately at the time or before the time of submission of the 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, 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 declare 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 Wherever required, the representative of the firm, as below, must sign the bid document.
6.13.4 The documents related in ITB clause, along with addendum’s issued till the date of bid submission, shall be filed by the bidder to bind the bidder to contract. All pages of the bid shall be signed and stamped.
6.13.5 The document of the bid shall contain no alterations, or additions, unless notified. In case the bidder makes any additions or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail.
6.13.6 All amendments in the Schedule of bid shall be serially numbered and signed by the officer opening the bids, so as to make further dispute impossible on this score.
6.13.7 All tenders, in which any of the pre-issued conditions are not fulfilled or which have been violated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures or words or corrections not initialed and dated, may be liable to rejection.
6.13.8 The tender to the work shall not be witnessed by a tenderer or tenderers who himself/herself has/have not bided or who may not and has/have not bid for the work.

7.0 Sealing and Marking of Bids:
7.1 Bidder shall seal their offer as physically (for non-e-tender) up to time and date in the manner described below. However the following should be physically deposited in original or on or before its specified date and time in the office of the Supervising Engineer (Central Store), GMD, Indapur.
(a) Cash or Demand Draft or Banker’s Cheque (as applicable) towards Tender fee, and EMU and
(b) Tenderer who is availng benefit of concessional Bid Security shall enclose an Affidavit duly notarized as per format enclosed. (For Micro/Small/Medium Units of the State of Rajasthan)

7.2 Contents of First Cover Envelope - 1 (Requirement for Pre-Qualification of firm and other requirements):
Pre-qualification and Technical Bid
This shall contain C.P.E.S of pre-qualification documents and related documents as data sheet below and to be sealed in first cover duly marked as “TECHNICAL BID”:
(a) Proof of depositing Tender Fee & Earnest Money.
(b) Latest Sales Tax clearance certificate.
(c) The name and designation of person signing shall be clearly indicated. In case of partnerships firms, limited Co. 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, the documents shall accompany the bid, such power of attorney for the authorized person should be issued by the bidder (s) or authorized signatory.
(d) Tender letter “Appendix - 2”.
(e) An undertaking confirming that for modifications/ deviations to conditions of contract / technical specifications or price information is indicated in First cover envelope shall be enclosed. Tenders not containing such tender taking will not be considered for further evaluation. “Appendix - 3”.
(f) Declaration by the Bidder (Appendix - 6)
(g) Undertakings and deviations for tender specification as per schedule - 2.
(h) All the documents contained in bidding documents including ITB, GTC, SCC, Technical Specifications etc.
(i) All addendum issued till the date of submission of bid.
(j) Pre-Qualification schedules as required along with supporting documents consisting of Schedule-3.

7.3 Contents of Second Cover Envelope - 1: This shall contain the price bid only in the second cover duly marked as “FINANCIAL BID”:
7.4 Deadline for Bid Submission: The tender shall be submitted before the scheduled date and time for submission prescribed by department or extended date thereof for 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 in the office of the Supervising Engineer (Central Store), GMD, Indapur.
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 Supervising Engineer (Central Store), GMD, Indapur or other duly authorized Committee will open the bids 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 ITB. The bids shall be opened in double stage (Two Part) i.e. technical bids will be opened initially on the date and time defined for opening of bids and financial bids of qualified, technically suitable and responsive bidders will be opened separately date of opening of financial bids to such qualified bidders will be conveyed separately.
8.2 The bidders’ names, the presence (or absence) of Tender fee, Earnest Money, other details etc. and prices as offered by the bidders will be announced by the Tender Opening Committee at the opening.
Submissions only those Bidders shall be opened, who have submitted the Tender fee and Earnest Money in said format by tenderer before scheduled date and time for its submission.
9.1 Evaluation:

9.1.1 Preliminary Examination of Tenders:

The contents of the Envelope 1 of the individual tenders will be examined in order to assess their format conformity and agreement with the instruction 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 the Department.

9.1.2 Substantive Tender:

Notwithstanding the preliminary examination, the Department will determine the tender or tenderer. Substantive tenders are those which meet the following requirements:

(i) Properly signed; digitally signed, uploaded.
(ii) Earnest money in the required format from a Nationalized Bank.
(iii) Tenderer has submitted the tender documents and the instructions to the Tenderer.
(iv) Clarification and substantiation required to address the quality of the offer.
(v) If a tender is not substantively responsive it will be rejected by the Department and will not be evaluated further. The financial offers of non-substantive tenderers will not be opened or downloaded. The Department’s determination of a tenderer’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 determine 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 tender 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 process 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.
(iv) The information for such tenders has been asked in the formats given by the Department.
(v) The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 6.7.7.6. to confirm that all requirements specified in the technical specifications and in qualification criteria have been met without any material deviation or reservation.
(vi) The Department reserves the right not to consider any deviation that is the sole discretion of the Department is found unacceptable. The Department shall require such deviations to be withdrawn, for the accepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

9.2 Financial Evaluation:

(i) The financial offer of the bidders whose technical offers are found substantially responsive, technically acceptable, and qualified to the eligibility and qualification criteria shall be opened on such date which will be conveyed separately to each such qualified bidder.
(ii) The Superintendent Engineer (Central Stores), GDO, Joint Director, or other duly authorized Committee will 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.

9.3 Domestic Preference: Domestic preference to the State Units as clarified in the section qualification and evaluation criteria will be given.

10.0 Award of Contract:

10.1 Award Criteria:

Subject to ITB Clause 8.5, 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 tenders and the contract will be operated by the DDO(s) – Direct Demanding Officers.

(a) The Executive Engineer, GDO, Joint Director, or other duly authorized Committee will be the DDO(s) to operate the Rate Contract as per terms and conditions of the tender and the ARC letter.
(b) An authorization letter for purchase of particular quantity of goods against the RIC will be issued by the office of the SE(s), GDO, Joint Director, to the DDO concerned against their intimation request and copy will be endorsed to the supplier firm. The supplier firm will ensure that the P.O. placed by the DDO is as per authorized and if any discrepancy found same may be reported to the DDO and to the Office of the SE(s), GDO. Joint Director, and supply should not be executed until such P.O. If any supply executed by the supplier without any authorization/denial of supply from the authority or after completion of the RIC it will be the risk of the firm and the DDO.
(c) P.O. against the authorization will be issued by the DDO(s) as per the terms and conditions of the tender and as per the RIC 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. issued by the DDO(s) the same shall be reported to the DDO within 7 days from the date of issuance of the PO.
(e) All the Executive Engineer declared as DDO will be the concerned authority for the supply of goods and the material ordered by themselves or as declared by the SE concerned as DDO. The material will be to be accordingly delivered in the office of the concerned as declared in the P.O.
(f) All the formalities related to receipt and inspection of material will be done by the concerned En., and the concerned En. will be the paying officer and will make payment as per terms. The concerned En. will ensure that goods are used in skilled manner and any defect under guarantee period will be dealt by the concerned En. as per terms and conditions.

10.2 Purchaser’s Right to Vary Quantity:

The Purchasers reserve the right to increase or decrease the quantity of goods provided this does not exceed the percentage specified in the BDS.

10.2.1 If the Purchaser does not procure any subject matter of procurement or purposes less than the quantity specified in the bidding documents due to change in circumstances, the bidder(s) shall not be entitled for any claim or compensation.

10.2.2 Repeat orders for additional quantities up to 25% of the value of goods of the original contracts may be placed on the rates and conditions given in the contract and 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 the 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) of 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, to be confirmed in writing by registered letter, 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 notice, the successful bidder shall submit the contract agreement (format enclosed) duly filled in 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 addendum contained in including, ITB, GCC, SCC, Technical Specifications, 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 sign 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, the shall stand responsible 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 Corruption or Fraudulent Practices:

10.7.1 The Department defines, for the purposes of this clause on this page, 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
a) “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

[Signature]

[Stamp: Supervising Engineer]
Format for Power of attorney of the representative of a firm

The firm has authorize the following representative to sign and submit the tender document, negotiate terms and conditions for the contract, to deal with the G.W.D. to issue and receive correspondence related to all matters of the contract for the project against NIB No. .......................... of Superintending Engineer (Central Store), G.W.D.

Jodhpur. The representative undertake the responsibility due to any act of the representative appointed here by.

For Partnership Firm's

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<tr>
<th>S. No.</th>
<th>Name of the All Partner</th>
<th>Signature of Partner with Seal</th>
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<td>4</td>
<td>Name and Designation of the person Authorized</td>
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<td>5</td>
<td>Attested Signature of the Authorized Representative</td>
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For Limited Firm's

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<th>Name and Designation of the person Authorized</th>
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<td>Firm</td>
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<td>Address</td>
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<td>Fax No.</td>
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<tr>
<td>Tel. No.</td>
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<tr>
<td>Authority By which the Powers is delegated</td>
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<tr>
<td>Attested Signature of the Authorized Rep.</td>
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<tr>
<td>Name and Designation of person assisting the signatures</td>
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- To be Prepared on Starip Paper of Rs. 100/- duly attested by Notary

Tender Letter

To,

The Superintending Engineer,

(Ground Water Department)

Jodhpur – 342 001

Subject – Tender for ..........................................................

Ref. – Your NIB No. .......................................................... Dated: ..................................................

Dear Sir,

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 to the best of our knowledge, 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 sums as may be ascertain in accordance with the contract.

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.

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.

If our tender is accepted we will provide a security deposit in the required form in the sums as stipulated in the bid documents.

We agree to abide by this tender for the period of 50 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.

Together with the tender we submit the earnest money of Rs. ................................ as ..........................................................

Dated: the ......... Day .................... 2017

Undertaking by Tenderer

I / We undertake and confirm that "for modifications, deviations to Conditions of Contract / Technical Specifications 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)
I/We, the undersigned hereby certify that:

1. 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 objections.

2. 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)

Declaration under the Official Secret

1. 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.

2. 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)

Declaration by the Bidder

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

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

(a) I/we possess the necessary professional, technical, financial and managerial resources and competence as required by the Bidding Document issued by the Procuring Entity.

(b) 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.

(c) 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 as not the subject of legal proceedings for any of the foregoing reasons.

(d) I/we do not have, and our directors and officers have not, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations in my/our qualifications for entry 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 delinquent proceedings.

(e) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date: ____________________________
Place: ____________________________

Signature with seal
Full Name: ____________________________
Designation: ____________________________
Address: ____________________________
(Authorized representative)
<table>
<thead>
<tr>
<th>BDS Clause Reference</th>
<th>1. General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>BDS 1.1</td>
<td>The Purchaser is: Superintending Engineer, (Central Store), Ground Water Department, Jodhpur. Superintending Engineer, Ground Water Department, Jodhpur, Jaipur, Udaipur and Ex. En., GWO, Jodhpur, Jodhpur, Bikaner, Alwar, Pal, Barmer, Udaipur, Dungarpur, Kota, Rajasthan (India) or any other agency as declared by the Govt.</td>
</tr>
<tr>
<td>BDS 1.2</td>
<td>The name and identification number of the Bids are: “Rate Contract for Supply of DTH Hammers 6”’ (19mm) series 5D – 6 Type (Annual Rate Contract)”. Fd no. , OT – 325/FGD/2017 – 18 Item No. 2, Dtd: 10.08.2017.</td>
</tr>
<tr>
<td>BDS 1.10</td>
<td>It is essential for a tenderer firm to be registered in GST and a self-attested copy of the document about GST registration indicating GST Registration No. is to be submitted with technical offer.</td>
</tr>
<tr>
<td>BDS 2</td>
<td>Superintending Engineer (Central Store), New Power House Road, Heavy Industrial Area Opposite Mistakan Radiator, Ground Water Department, Jodhpur – 342 001, Rajasthan (India) Telephone: 91-0291 – 2431842 Facsimile number: 91-0291 – 2631285, 2431842 Electronic mail address: <a href="mailto:ssepgujadpr@gmail.com">ssepgujadpr@gmail.com</a></td>
</tr>
<tr>
<td>BDS 3</td>
<td>One year i.e. 12 months from the date of issuance of the PO letter for DTH Hammers, which may be extended for a period of 3 months with mutual acceptance. However approved rates for spare parts will be valid for a period of 18 months from the date of issuance of the PO letter.</td>
</tr>
<tr>
<td>BDS 3.1</td>
<td>Delivery period: The ordered material will have to be delivered within 30 days from the date of issuance of the P.O. irrespective of ordered qty. and no. of orders, however minimum ordered qty. will be 1 No.</td>
</tr>
<tr>
<td>BDS 5.5</td>
<td>BID Document (All documents will be notified on the website: <a href="http://jphedwater.rajasthan.gov.in">http://jphedwater.rajasthan.gov.in</a>, or at the address of the bidder through post / email)</td>
</tr>
<tr>
<td>BDS 6.1</td>
<td>The language of the bid is: Hindi or English</td>
</tr>
<tr>
<td>BDS 6.3.2</td>
<td>Manufacturer’sautoloadion is: Required to be submitted in prescribed format only / Schedule 2 (2.3) if the bidder is other than the manufacturer.</td>
</tr>
<tr>
<td>BDS 6.5</td>
<td>The prices quoted by the Bidder shall be firm and fix no price variation during the course of contract will be applicable.</td>
</tr>
<tr>
<td>BDS 6.5.3</td>
<td>The price of all the spare parts of the hammer are to be quoted separately.</td>
</tr>
<tr>
<td>BDS 6.5.6</td>
<td>The price offered for these spare parts will not be used for the purpose of financial evaluation for declaring the ranking of the bidders, however it may be negotiated with the highest bidder. The delivery period for the spare parts ordered in one P.O. will be 30 days from the date of issuance of the order.</td>
</tr>
<tr>
<td>BDS 6.6</td>
<td>GST or any other taxes will be deducted as per rule by the DDO from the payment against the invoice for the supply of material.</td>
</tr>
<tr>
<td>BDS 6.9</td>
<td>Joint Venture: Not accepted</td>
</tr>
<tr>
<td>BDS 6.10</td>
<td>Bid shall include a Bid Security of an amount of Indian Rs. 8700/- and is required to be deposited in cash or in form of Banker’s Cheque / Demand Draft of Nationalised or Scheduled Bank in favour of Superintending Engineer (Central Store), GWO, Jodhpur payable at Jodhpur. The Bid Security is required to be deposited in physical form at the office of the Superintending Engineer (Central Store), GWO, Jodhpur before the closing date and time for submission of the same. Bid Security for the Micro Small and Medium Enterprises of the State of Rajasthan shall be Indian Rs. 2175/-</td>
</tr>
<tr>
<td>BDS 6.11</td>
<td>Bid Document Fee: Indian Rs. 500/- is required to be deposited in form of Banker’s Cheque / Demand Draft of Nationalised or Scheduled Bank in favour of Superintending Engineer (Central Store), GWO, Jodhpur payable at Jodhpur. The bidding document shall be provided to the micro, small and medium enterprises at 50% of the prescribed bid document fee i.e. Indian Rs. 250/-</td>
</tr>
<tr>
<td>BDS 6.12</td>
<td>The bid validity period shall be 90 days.</td>
</tr>
<tr>
<td>BDS 7.1</td>
<td>Bidders have the option of submitting their bids electronically: No Required Bid Document Fee (in case of downloaded bid document from website: <a href="http://jphedwater.rajasthan.gov.in">http://jphedwater.rajasthan.gov.in</a>), &amp; Bid Security (in both cases whether bids documents are downloaded or purchased) are to be deposited in Physical form along with other documents as mentioned in BDS 7.1 within the closing time for submission of the same as mentioned in the NBP and Conditions of the tender.</td>
</tr>
<tr>
<td>BDS 7.2</td>
<td>The First cover (Envelope – 1) shall be marked as “TECHNICAL BID” and the 2nd cover (Envelope – 2) shall be marked as “FINANCIAL BID” along with additional identification marks such as: “Rate Contract for Supply of DTH Hammers 6” (19mm) series 5D – 6 Type (Annual Rate Contract)”. OT – 325/FGD/2017 – 18 Item No. 2, Dtd: 18.08.2017.</td>
</tr>
<tr>
<td>BDS 7.4</td>
<td>For bid submission purposes, the Purchaser’s address is: Superintending Engineer (Central Store), Ground Water Department, New Power House Road, Heavy Industrial Area, Opposite Mistakan Radiator, Jodhpur – 342 001, Rajasthan (India).</td>
</tr>
<tr>
<td>BDS 8</td>
<td>The deadline for the submission of bids is: Date: 03.10.2017 Time: 13:00hrs. (GST)</td>
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</tbody>
</table>
The bid opening shall take place at: Office of the Superintending Engineer (Civil/Soor), Ground Floor, Heavy Industrial Area, Opposite Hindustan Radio, Indapur 442 001 - Ratnagiri District (Date 03.12.2017 Time: 15:30 hrs IST) Stage or Part of the Bids: Double Stage (Double Part) i.e. Technical bids will be opened on the date as mentioned above and financial bids of those bidders whose technical offer found substantially responsive, technically suitable and qualified. The eligibility and qualification criteria will be opened and the date of opening of financial bids of such bidders will be conveyed separately.

### 9. Evaluation and Comparison of Bids

**ITB 9.3**
**Document reference shall be a bid evaluation factor.**

**ITB 9.13**
In addition to the quality criteria mentioned in the Section - Evaluation and Qualification Criteria and also in ITB 4 following criteria will also be considered for deciding the qualification of bidder:

(a) Deviation in Delivery schedule - Not Applicable
(b) Deviation in payment schedule - Not Applicable
(c) Availability of the Purchaser's Galaxy of spare parts and after-sales services for the goods offered in the bid - Not Applicable
(d) The guarantee / warranty of the goods offered should be as defined in the Technical Specifications, no deviation will be accepted.

### 10. Award of Contract

**10.1.1**
(a) DDH(s) - The Executive Engineer, GWD, Indapur, Bhaner, Purm, Lasur, Alwar, Udaipur, Dungarpur, Kota and SE (C/S), GWD, Indapur, Udaipur, Lasur will be the DDH(s) to operate the Rate Contract as per terms and conditions of the tender and the R/C letter.

(b) Authorization letter: Will be issued by the SE (C/S) by virtue of which the particular DDH will be authorized to purchase specified qty. of goods against the R/C.

(c) Purchase Order (P.O): Against the authorization will be issued by the concerned DDH(s).

(d) NDMC acceptance of P.O: Shall have to be returned to the concerned DDH(s) within 7 days from the date of issuance of the P.O.


(f) Inspection, default under guarantee period: Will be carried away by the DOD, default 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 25%.
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

(1) Purchase and Price preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(2)/FD/G&DAR/201, dt. 19.11.2015 - Published in Gazette Extraordinary, Pt. IV C (i), dt. 14.01.2016. Some of the important points of the notification are as under:

(a) In order to seek price preference or purchase preference or both under the above notification, an application, as prescribed shall be submitted by the local enterprises to the General Manager, District Industries Department. The certificate [Appendix - A point no. 7(v)] issued by the DIC upon the application is required to be submitted by such bidders to avail the price preference or purchase preference or both under the above notification.

(b) Every micro, small and medium enterprise shall be required to submit an affidavit as per format given Appendix - A point no. 7(v).

(c) Before issuance of the work order to the micro, small or medium enterprises, as the case may be for requisite procurement, the procuring entity may approach the appropriate authority under Industries Department, not below the rank of District Industries Officer, in order to ensure that the said enterprise, from which the procurement is to be made, possesses necessary production capacity in quantities and qualitative terms, as required in the bidding document.

Note: In addition to above if the Owner of the Micro, Small enterprise of Rajasthan belongs to SC or ST Category he shall submit the document and information as desired in Appendix - B point no. 7(v).

(2) In case the prices of the local bids are not found competitive even after grant of price preference, and 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 fulfillment 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 subject to its commitment. However, where State enterprises are not available on parallel contract, entire purchase shall be made from lowest outside unit subject to its commitment.

(c) Out of this 80%, maximum of 61% 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 the 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. In such case, price preference shall no longer be applicable and net lowest price (L1 price) would be required to be matched.

(f) In case the lowest local enterprise 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 Rajasthani State may be at the extent of their capacity by breaking the order in part for procurement of goods, in the manner provided in rule 54 of the RGBP Rules, 2013.

1.1.1 While tabulating the bids of local enterprises, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by these enterprises, whereas the element of Central Tax shall be included in the rates of enterprises from outside Rajasthan for evaluation purpose only, provided that the specifications and all other requirements are in accordance with the bid.

1.1.2 In case a bidder offering to supply the goods at a tender 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 bidder.

2. Evaluation Criteria (IBD 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted and other criteria mentioned in the IBD 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 both earlier delivery after the final date shall be treated as non-responsive.

(b) Deviation in payment schedule. No Deviation in the payment schedule acceptable.

(c) the availability in the Purchaser's stock of spare parts and after-sales services for the goods offered in the bid. The bidder will ensure the availability of all the spare parts of the items and unit price for the same will have to be defined for the purpose to be procured by the purchaser as per requirement during the course of the NCR Period.

(d) the guarantee / warranty of the goods offered: Should be as defined in the Technical specifications, no deviation will be accepted.
Section – (e)

Bidding Forms
To

The Superintendent Engineer
Ground Water Department,
Mehrauli - 342 001

Subject: Tender for "Supply of .................................................."

Ref: Your NIP No. .................................................................

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/supply of goods 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 specifications and scope of work, for the rates indicated in the financial offer.

2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings, specifications 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 hereby 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. 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.

6. We agree to abide by this tender for a 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.

7. Together with the tender we submit the earnest money of Rs. .................................. as ...................................................

Dated this .................................................. day .................................................. 2017

............................................................... Name, Designation and Signature of

Authorized representative of the firm

Schedule - 1

1. Tender forms

The Tenderer must 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 tests 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.

<table>
<thead>
<tr>
<th>Tender forms and supporting papers required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Designation</strong></td>
</tr>
</tbody>
</table>
| Statement having read Tender Document and addenda | 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.
* Copy of the GST Registration Certificate
* Sales Tax Clearance Certificate (S.T.C) as detailed in tender document |
| General Information about the Tenderer | To be filled in, signed and stamped | |
| Tender Letter, Declaration and Undertakings | To be filled in, signed and stamped | |
| Pre-Qualification Schedule | Not Applicable | |

Signature of authorized representative ..................................................................................

[Stamp with date]
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.

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

Addenda issued by GMD:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
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*To be filled in by the Tenderer

Signature of authorized representative:

Schedule – 2 Pre-Qualification Schedules

2.1 Details of Experience related to supply: Not Applicable

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of the depot / undertaking to whom supply has been made</th>
<th>Name and type of the item</th>
<th>P.O. No. / Date / Ordered qty.</th>
<th>Supplied Qty.</th>
<th>Satisfactory performance certificate details</th>
<th>Remarks</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

2.2 Details of Units owned by the Bidder: Owned by other than the Bidder: Not Applicable

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of the manufacturer</th>
<th>Address of the manufacturing unit</th>
<th>Registration no. &amp; year of inauguration of the unit</th>
<th>Items for which registered</th>
<th>Name of the machinery</th>
<th>Purpose of the machinery</th>
<th>Qty of machinery installed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</table>

Signature of Authorized Representative:

8/17

Approved by:

[Stamp]
Manufacturer's Authorization

[The bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall indicate it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]
NB No. 8 Date: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

We, [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods] and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the ESC with respect to the Goods offered by the above firm. We hereby submit that we will provide the goods offered and relevant spare parts alongside services as per requirement.

We, [insert complete name of Bidder] are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific NB. This document is valid for a period of contract if contract is awarded to the authorized Bidder if not it will be valid till award of the contract against the specific NB.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title(s)]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on [insert date of signing]

Schedule: 3 Deviations from Technical Specification

All deviations from Technical Specifications shall be filled in by the Bidder, chosen by choice, 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.

<table>
<thead>
<tr>
<th>Clause Ref. of Bid Document or Technical Specification</th>
<th>Specification</th>
<th>Deviation</th>
<th>Standard to Which offered material / equipment conforms</th>
</tr>
</thead>
</table>

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

Signature of authorized representative

[Signature]

[Stamp]
Section – (I)

General Conditions of the Contract (GCC)

&

Special Conditions of the Contract (SCC)
NOTE:
1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
   a. The bidders who are interested in bidding can purchase the tender documents from http://pppg.rajasthan.gov.in or from depth_website http://phedwater.rajasthan.gov.in.
2. "Tenders by bonafide dealers": Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SP FORM-11 (copy enclosed).
3. (c) Any change in the composition of the firm, etc. shall not be notified further by the contractor in writing to the Purchase Officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
   (d) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/she agree to abide by all the 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. Sales Tax Registration & Clearance Certificate: No Tenderer who is not registered under the GST Act prevalent in the State where his business is located shall tender. The GST Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. Income Tax Clearance Certificate: Tenders will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered. (DELETED) (See Amendment Sheet)
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 of each clause, indicating his acceptance of all the terms and conditions of the tender.
7. Rice shall be written both in words and figures. There should not be errors and/or omissions. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be for destination and should include all local charges except Octroi/Central Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes etc. & no carriage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of office use, hence Octroi is not payable. The rates, therefore, should be exclusive of Octroi and Local Tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case a certificate in the prescribed form will be furnished along with the supply order.
9. Comparison of Rates: In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
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 sublet his contract or any substantial part thereof to any other agency.
14. Specification
   (a) All articles supplied shall strictly conform to the specifications, trade mark laid down in the tender form and where-ever articles have been required according to IS specifications, those articles should conform strictly to those specifications and should bear such marks.
   (b) The supply of articles marked with asterisk [*] shall in addition, conform strictly to the approved samples and in case of other material where there are no standards or approved samples, the supply 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.
   (c) Warranties/Guarantee clause: The tenderer shall give guarantee that the goods/articles will continue to conform to the description and quality as specified for a period of (As per SFC) from the date of delivery of the said goods/articles to be purchased noting the fact that the purchaser may have inspected and/or approved the goods/articles if during the aforesaid period of ____ days/months, the said goods articles be discovered not to conform to the description & quality thereof or have determined (and the decision of the Purchasing Officer in that behalf will be final & conclusive), the purchaser will be entitled to reject the said goods/articles and on such rejection, the goods/article will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The tenderer shall so called upon to do, replace the said goods or such portion thereof as is rejected by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the contract hereunder. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
   (d) In case of machinery and equipment also, guarantee will be given as mentioned in clause (a) 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.
   (e) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and rectifies on 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 or makes sufficient notice to the Purchase Officer or 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 authorized 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/machines during manufacturing process or after-wards as may be desired.
   (b) The tender shall furnish complete address of the premises of his office, godown and workshops where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of such 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 sets of samples of the articles tendered properly packed. Such samples if submitted physically will be retained in the office. A receipt will be given for each samples by the office receiving the samples. Samples sent by post etc. should be dispatched freight prepaid & the FR or GR should be sent under a separate registered cover. Samples for casing/lining etc. should be given in a plastic box or in polythene bags at the cost of the tenderer. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
17. A certified copy of an original samples should 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 or tear or loss during testing, examination etc. during the period these samples are retained.
18. Approved in SPCC Circo Level – FOC / 10/8/87
Each sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way arrange contracts to return the samples. The samples uncollected within 90 days after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.

20. 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.

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

22. Draw 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 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.

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

24. Rejection: 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.

25. 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 be decided for reasons to be recorded. Deduct a suitable amount from the approved rates. The deduction so made shall be final.

26. The rejected articles shall be removed by the tenderer within 21 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.

27. 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 or shortage found at the checking inspection of the materials by the consignee. No extra cost on such account shall be admissible.

28. The contract for the supply, when repurchased 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 the reasons for repudiation.

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

30. Delivery Period: The tenderer whose tender is accepted will arrange supplies within a period of _____ from the date of supply order/letter as under:-(As per SEC)

<table>
<thead>
<tr>
<th>No.</th>
<th>Items</th>
<th>Quantity</th>
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</table>

31. Earnest Money: (* See amendment sheet at page 12 *)

32. Tenderer shall be accompanied by an earnest money of Rs. 8700/- without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of Superintending Engineer (Central) Ground Water Department, Jodhpur in the office of the S.E. (Central), GWO, Jodhpur in Physical Form before the date and time for closing of the submission of EMD and other fee.

33. 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 in the form given at Sr. No. 9(c) of appendix 'B'.

34. Bank Draft/ bankers’ cheque of the scheduled Bank.

35. Refund of earnest money - The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

36. Partial exemption from Earnest Money:

37. The Micro, Small and Medium Enterprises situated in Rajasthan registered with the Director of Industries, Rajasthan, having monthly turnover above Rs. 1.5 lakhs 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 8 with an affidavit in the format mentioned in appendix 'B' at Sr. No. 7(vi). If the affidavit is furnished in another format, the same shall be required to be furnished in proper format before opening of the bid by otherwise price bid shall not be opened.

38. 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 in the form given at Sr. No. 8(c) of appendix 'B'.

39. The registration certificate as per GCO 29/25(a) above should be for manufacturing of Bids item.

40. The 0.5% bid security of successful Bidders (Micro, Small and Medium Enterprises situated in Rajasthan) shall be adjusted towards performance security.

41. The Central Government & Government of Rajasthan Undertakings need not furnish any amount of earnest money.

42. 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 cancelled 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.

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

44. When tenderer withdraws or modifies the offer after opening of the tender but before acceptance of the tender.

45. When tenderer does not exercise the agreement if any, prescribed within the specified time.

46. When the tenderer does not deposit the security money after the supply order is given.

47. When he fails to commence the supply of the items as per supply order within the time prescribed.

48. Agreement and Security Deposit / Security Payment:

49. Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order & deposit security equal to 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.

50. No interest will be paid by the department on the security deposit money.

51. The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than the earnest money.

52. The face of security money shall be as below:

53. Cash/Bank Draft/Bankers Cheque/accepted copy of Cheque.


55. National Saving Certificate, Defence Savings Certificates, Khana Vikas Patras or any other scrip instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

56. The security money shall be refunded within one month of the final supply of the items as per purchase 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 satisfaction there are no dues outstanding against the tenderer.

57. 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.

58. Central government & Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

59. 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.

60. 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.

61. The essence of compiling 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.

62. 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.
33. **Insurance:**
   (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if so desires, may be insured by the insurer. 
   (ii) If the goods are lost or damaged, the insurance company shall be responsible. 
   (iii) The insurance charges will be borne by the supplier, and we shall not be held responsible for any such charges if incurred.
   (iv) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

34. **Payments:**
   (i) Advance payment will not be made except in rare & special cases. In case of advance payment being made, it will be against proof of dispatch & to the extent, as prescribed in financial regulations for reputed goods transport companies etc., and prior inspection, if any. The balance will be paid on receipt of the consignment in good condition with the certificate that it was received in the condition noted on the invoice.
   (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 GSR & all insurance charges will be borne by the tenderer.
   (iii) In case of disputed items, 10% to 25% of the amount will be held and will be paid on settlement of the dispute.
   (iv) Payment in case of goods which are to be sent after and such items have been out of stock, test results received confirming to the prescribed specifications.

35. **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 with the time on receipt of the firm order from the Purchase Officer.**

36. **Liquidated Damages:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of the following percentages of value of stores which the tenderer has failed to supply:
   1. Delay up to one-fourth period of the prescribed delivery period: 21/2%.
   2. Delay exceeding one-fourth but not exceeding half of the prescribed period: 3%
   3. Delay exceeding half but not exceeding three-fourths of the period: 71/2%
   4. Delay exceeding three-fourths of the prescribed period: 10%

Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall be made 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, an amount of liquidated damages shall be recovered from his dues and security deposit available with the department study recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37. If a tenderer is not ready to make their own arrangements to obtain import license, if necessary, a tenderer who have deposited their security will be nominated in the letter of acceptance of tender issued by the Purchase Officer. The Purchase Order reserves the right to accept not necessarily the lowest; reject any tender without giving 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.

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 the contract and whose decision shall be final.

42. All legal proceedings, if necessary, to the institute may be any of the parties (Government or Contractor) shall have to be lodged in courts as indicated in Rajasthan and not elsewhere.

**SIGNATURE OF TENDERER**

1. **Purchase and Price preferences in procurement from micro, small and medium enterprises situated in Rajasthan and cost effective building, building and security personnel to the urban enterprises with the government as per Notification No. 116/3/2003-GSR-201, dt. 19.11.2015. Published in Gazette Extraordinary, Pt. IV (G), dt. 19.11.2013.**

2. **Clause 1: Additional guidelines:**
   1. The tenders are being invited by a “double cover” system.
   2. The Bid document may be purchased and may also be downloaded from the website https://tender.nagarikangri.gov.in. However, tender fee is to be paid separately for each downloaded document before the closing time and time for submission of bids.
   3. The first cover to be marked as “Technical Bid” shall contain the information about tenderer e.g. experience & past performance in the execution of similar contract capabilities with respect to personnel equipment and construction or manufacturing facilities, financial status and capacity and any other information considered relevant for “pre-qualification” of the tenderer.
   4. The second cover marked as “financial Bid” shall contain price quotation.
   5. The first cover shall be opened first.
   6. The second cover containing price quotation shall be opened only after the tenderer found to be qualified to execute the tender.
   7. The Tender Document Fee, and EMD is required to be deposited physically before the closing date and time for submission of the tender without which submitted tenders of such tenderers will not be considered.

   **GEC 1.5**

   **NOTE:** The tenderer can see the above referred orders issued by the Finance Dept. of Government of Rajasthan on the website of finance dept. of Rajasthan.
GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JODHPUR

DECLARATION OF TENDERERS

We declare that I am/we are bona fide Manufacturer/Producer/Whole Seller/Distributor/Authorized Dealer/Sole Selling Agent/Marketing Agent in the goods/ services equipment for which I/We have tendered.

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/it in any to the extent accepted may be cancelled.

SIGNATURE OF TENDERER
**TENDER FORM**

I. Tender for: ________________________________

II. Name and postal address of the firm submitting the tender:

III. Address: ________________________________

IV. Reference: ________________________________

V. The tender fee amounting to Rs. _________ (Rupees ____________) has been deposited vide cash receipt No. ______________ dated ___________ or crossed postal order No. ________ date: ___________.

VI. We agree to abide by all the conditions mentioned in Tender Notice Number __________________ dated ___________ issued by ____________________ and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which has been signed by us in token of our acceptance of the tender mentioned thereon).

VII. The rates for the following items are as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of articles with specification</th>
<th>Rate (Rs.) (Only basic price)</th>
<th>Net Price</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
</tr>
</tbody>
</table>

Note: 1. All other levies GST, Octroi (if any), cartage, packing etc. may be shown separately. Any discount e.g. quantitative discounts and others may also be mentioned in details.

VIII. Goods will be transported and job will be completed and delivered up to destination within a period of from the date of issue of order.

IX. The rates quoted above are valid up to ______________ dated ___________. The period can be extended with mutual agreement.

X. Bank Draft/Bankers Cheque No. ____________ dated ___________ drawn on ____________________ (Name of the Bank) / Challan No. & Date for Rs. ______________ for cover Earnest Money is enclosed.

XI. The GST Registration Number & Sales Tax Clearance Certificate are submitted hereon:

XII. The certificate of bonafide dealers in prescribed form is also enclosed.

Excl.: ____________

**SIGNATURE OF TENDERER**

[Signature]

[Stamp]
The Clarification & Guidelines for submission of
Tenders to the Terms & Conditions for open tender

1. Tender offers should be prepared in duplicate and should be submitted as under in a thick strong cover properly sealed and superscribed "Tender Notice No. ____________ Item No. ____________ due on _____________. The canvassing envelopes with documents as shown below in each "Technical Bid"

   1. ENVELOPE NO. 1
      i) Technical details of the offer.
      ii) Sales tax registration number & latest Sales Tax clearance certificate from the Sales Tax Commercial Taxes Office concern should be submitted.
      iii) All the forms, Schedules, Annexures, Affidavit, Undertakings as per applicability for a Bidder duly filled except price bid or any document disclosing prices offered are to be submitted along with all the sections of the bid document duly signed by the bidder.

   NOTE: i) This envelope must be super scripted with ENVELOPE NO. 1 "Technical Bid" Tender Notice No. ____________ Item No. ____________ Due on ____________ containing technical offer and earnest money documents.

   2. ENVELOPE NO. 2
      i) It should contain the rates (Price quotation)

   NOTE: i) This envelope should be super scripted with ENVELOPE NO. 2 "Financial Bid" Tender Notice No. ____________ Item No. ____________ Due on ____________ containing financial offer and terms and conditions.

   NOTE: The tenderer should be a manufacturer/authorized dealer and firms of repute registered with NS ICSSAC central and State Government Department and Undertakings.

The tenderer should quote complete details like make, brand name, technical specifications, drawings/literature of the offered supply and should produce a certificate of procurement of goods in support of genuineness of the product supplied.
AGREEMENT
(See Rule 68)

1. An agreement made the ______ day of ________ between ______ and ______ (hereafter 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 (hereafter called "the Government") which expression shall, where the context so admits, be deemed to include his successors in office and assign(s) 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 ____________.
   a. Cash/Bank Draft/Chalan No. / Banker Cheque No. _______ dated _______.
   c. National Saving Certificate / Defence Saving Certificates, Kashmir Vikas Patras, or any other scrip / 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 shall supply the said articles set forth in _____________ and _____________ thereof in the manner set forth in the conditions of the tender and contract.
   (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. _____________ dated _____________ and also opened to this agreement will be deemed to be taken as part of this agreement & are binding on the parties exercising this agreement.
   (3) Letter Nos. _____________ received from tender & letter Nos. _____________ issued by the Government & appended to this agreement shall also form part of this agreement.
   (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe & 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.
   (b) The mode of payment will be as specified below:

5. The delivery shall be elected & completed within the period stated below from the date of supply order.

6. (1) 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 three fourth of the prescribed delivery period - 10%
   (d) Delay exceeding three fourth of the prescribed delivery period - 10%

Note: (1) Fraction of day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

   (b) The maximum amount of liquidated damages shall be 10%.
   (c) If the supplier required 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.

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 ______, 200_____.

SIGNATURE OF THE
APPROVED SUPPLIER

DATE:

WITNESS

Name:
Address:

SIGNATURE FOR AND ON
BEHALF OF GOVERNOR

(DESIGNATION)

16/8/17
Special Terms and Conditions
Or
Special Conditions of Contract
(SCC)
1. PRICES:
   i. The rates quoted must be for delivery at Consignee Store indicative of packing, forwarding, loading, unloading, transportation, insurance charges, in form SR-15. Please note that entries of GST should be shown separately in terms of % in technical bids.
   ii. The Bidder should also quote prices of all the spare parts of the hammer separately from the form SR-15 which will be used for procurement of these parts as per requirement during the course of the R/C. The price offered for these spare parts will not be used for the purpose of financial evaluation for deciding the ranking of the bidder, however, it may be negotiated with the 1st lowest bidder. The delivery period for the spare parts ordered in one P.O. will be 30 days from the date of issuance of the order. The prices as offered for the spare parts will be approved for a period of 18 months from the date of issuance of the R/C letter, accordingly prices for the spare parts are to be offered considering this fact.
   iii. The no bid clause shall remain firm and fixed.

1.1 GST:
   GST Registration should be mandatory for tenderer and tenderer has to submit copy of the GST Registration Certificate in technical offer and rate of GST should also be indicated.

2. DISCOUNT:
   The discount, if any, should be quoted unconditionally. If any tender quotes additional discount, the same shall be counted without considering any condition and such tenderer shall be liable to allow the discount offered.

3. PERIOD OF RATE CONTRACT:
   One year from the date of issuance of the R/C letter for DTH Hammer. However approved rates for spare parts will be valid for a period of 18 months from the date of issuance of the R/C letter.

4. EXTENSION OF RATE CONTRACT:
   Period of Contract may be extended for a further period of 3 months with mutual acceptance.

5. VALIDITY OF TENDER:
   The tender shall be valid for a period of 30 days from the date of opening of tender.

6. DIRECT DEMANDING OFFICERS (D.D.Os):
   a. The Executive Engineer(s), G.W.D., Jaipur, Barmer, Jalore, Jind, Udaipur, Dungarpur Kota shall be the D.D.O's to operate the ARC.
   b. The superintending Engineer, G.W.D., Jaipur, Barmer, Jalore, Udaipur and Central Store, Jalore shall also be the D.D.O's to operate the ARC.
   c. The D.D.O shall issue Purchase Order (P.O) for minimum one no. of hammer.
   d. An authorization for purchase of particular quantity of goods against the R/C will be issued by the office of the SE (CS), G.W.D., Jaipur to the DDO against their respective quantities and copy will be endorsed to the supplier firm. The supplier firm will ensure that the PO issued by the DDO in as per authority and if any discrepancy found same may be reported to the DDO and to the Office of the Secretary (CS), G.W.D., Jaipur and supply should not be executed upon any supply executed by the supplier without any authorization or on delayed supply from the supplier or any complaint or any complaint of the DDO it will be the risk of the DDO and the supplier.
   e. PO shall have to be supported by the supporting documents including the DDO's approval as per the terms and conditions of the tender 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.
   f. Any type of discrepancy or defect in the PO will be resolved by the DDO(s) the same shall be reported to the DDO within 7 days from the date of issuance of the PO.
   g. All the Executive Engineer declared as DDO will be the consignee for the ordered material and quantity handled by themselves or as declared by the SE concerned as DSC. The material will have to be accordingly delivered in the office of the consignee as declared in the PO.
   h. All the formalities related to receipt and inspection of material will be done by the consignee Ex. En., and the concerned Ex. 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:
   The place of delivery will be among office of the SE (CS), G.W.D., Jaipur, The Executive Engineer(s), G.W.D., Jaipur, Barmer, Jalore, Jind, Udaipur, Dungarpur Kota and will be defined in the PO issued by the DDO.

8. CONDITION:
   The consignee will be among office of the SE (CS), G.W.D., Jaipur, The Executive Engineer(s), G.W.D., Jaipur, Barmer, Jalore, Jind, Udaipur, Dungarpur Kota and will be defined in the PO issued by the DDO.

9. DELIVERY PERIOD:
   The Delivery Period will be 30 days from the date of issuance of the PO (P.O.). The period involved in insolation is included in the stipulated Delivery Period. The delivery period for the delivery of spare parts of the hammer ordered in one particular PO will be 30 days from the date of issuance of the PO.

10. EXTENT OF QUANTITY:
     a. This shall be in accordance with GOI clause No. 28(i) and 28(ii). Quantity can be increased up to 25% of quantity originally purchased.

11. SUPPLY ON TIME BASIS:
    Department may initially place supply order on trial basis for the reduced quantity.

12. INSPECTION:
    a. It will be in accordance with clause No. 11 of G.G.
    b. The inspection will also be carried out at the consignee premises by the authorized representative of the D.D.O.
    c. The D.D.O may also get testing of material supplied, at laboratory, for final acceptance.
    d. The tenderer or manufacturer 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 Executive Engineer concerned within 30 days from the date of receipt of material in good condition. Payment will be made by G.G. (CS), G.W.D., Jaipur, The Executive Engineer(s), G.W.D., Jaipur, Barmer, Jalore, Jind, Udaipur, Dungarpur Kota.

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 in 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 negotiated. In case of purchase preference to state enterprises parallel rate contract will be concluded as per GOI 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:
    Earnest Money as per GOI to be deposited as per clause No. 29 of G.G. in prescribed form. Tender without earnest money shall not be accepted.

17. TENDERS BY NON-FRAME DEALERS / MANUFACTURERS:
    Tenders shall be given only by the manufacturer/ Fabricators whole seller / distributor / authorized dealer selling agent / marketing agent in the goods. They shall, therefore, furnish a declaration in the form SR-11. Tenderer other than the manufacturer or fabricators shall also furnish manufacturer's authorization in prescribed format Schedule 2 (13) without which offer will be rejected.

18. FURNISHING OF DETAILS OF MANUFACTURERS:
    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) and in Schedule 2.

19. MAKE AND DETAILED SPECIFICATION OF PRODUCT:
    Tenderer will clearly mention the specific make along with detailed specification and furnish technical literature, brochures and detailed drawing of the hammer indicating name of the part and part no.

20. GUARANTEE/WARRANTY:
    a. The manufacturer should give a guaranteed performance as indicated in the technical specification. It should be in accordance with clause 14 G.G. The tenderer should have to furnish a guarantee certificate issued by the manufacturer for each hammer.
    b. Under guarantee period any failure of parts of Hammer/Hammer itself shall be either repaired or defective parts shall be replaced by new one within 21 days from the date of information letter to the tenderer firm. The tenderer shall arrange lifting of the defective goods at their own cost, however if the defective goods are to be dispatched by the DDO they will be dispatched through reasonable carrier / transporter at the expense of the manufacturer, and the DDO will be entitled to make the payment of the firm by the DDO. The period involved in transport of replacement parts are indicated in 21 days. Period of replacement, repair of the defective goods if the defective goods are replaced after 21 days Rs. 500/- for delay of each week of 7 days will be deducted from the payment of the firm along with liquidation of 5%. In case of failure of
performance by the supplier at par terms and condition of the contract the relevant amount will be deducted from Performance Guarantee and / or it may be forfeited fully along with other action which includes debarment of the supplier.

21. **PERFORMANCE GUARANTEE:** The tenderer will have to provide performance guarantee in the form of Bank Guarantee (B.G.) for 10% value of the order in addition to the Security Deposit and will be kept valid for one year. The B.G. will have to be submitted at the time of supply of material in favour of the paying officer.

22. **AGREEMENT AND SECURITY DEPOSIT:** (Clause No. 31 of D.T.D.): The successful tenderer will have to execute the contract agreement on Non-Judicial Stamp worth Rs. 500.- IV the form 1H-17. (copy enclosed) and furnish the requisite security deposit.

23. **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.

24. **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)

G.W.D. JODHPUR
Section - (g)

Appendix including Technical Specifications and Drawings etc.
AFFIDAVIT
(Stamp Rs. 50/-)

Resident Address is Proprietor / Partner / Director of

Do hereby solemnly affirm and declare that

(a) My above noted enterprise Ms. 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:

(b) My 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 enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Signature of Proprietor / Director

Authorized Signature with Rubber

Stamp and date

VERIFICATION

Proprietor of Ms. 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

1. Name of Firm
   Address

2. a) Telephone No.
   i) Office
   ii) Residence
   iii) Factory
   iv) Fax
   v) Email

   IN case of Private Limited Co.
   i) Whether article of association and Memorandum enclosed or not.
   ii) List of present directors along with their current & permanent address enclosed or not
   b) In case of Partnership firm
   Whether copy of partnership deed in case of partnership firm along with their address enclosed or not
   i) Name of authorised power of attorney holder
   ii) Address
   a) Name of Partner
   b) Residence
   c) Office

4. In case of Limited Company
   a) Whether power of attorney duly attested by Public Notary on non-judicial stamp paper along with the signature to submit the Bid and letters and to sign the contract and other documents enclosed.
   b) Resolution of Board of Directors in favour of power of attorney enclosed or not.

5. In case of partnership firm, whether power of attorney duly signed by all partners enclosed or not.

6. Bid security
   Amount Deposited
   Name of bank
   Form of deposit (mention No. & Date)
   Registration certificate
   a) Whether manufacturing unit(s) outside Rajasthan/ Inside Rajasthan
   b) Whether Micro, Small and Medium Enterprises situated in Rajasthan or Large units
   c) If Micro, Small and Medium Enterprises situated in Rajasthan enclose notarized copy of registration certificate issued by Director of Industries, Rajasthan.

   "It is certified that Ms. ______________ was inspected by ________________________ on ______________ and facts mentioned by the applicant is correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under notification dated November 18, 2013. This certificate is valid for one year from the date of its issue.
   Office Seal
   Signature
   (Full Name of the officer)
   General Manager, District Industries Centre
   Rubber Seal/Stamp

7. Enclosed at page No. ______________

   Not enclosed: Not applicable

8. a) Kindly indicate your monthly quantity (in terms of amounts), which you can deliver against this contract.
   b) Total production capacity per month (for information only. Please mention amount in lakhs).
   c) In case of Micro, Small and Medium Enterprises situated in Rajasthan, please attach an undertaking in respect of the production capacity or any other such evidence in the following format:

9. Please note:

   Enclosed at page No. ______________

   Not enclosed: Not applicable

   Enclosed at page No. ______________

   Not enclosed: Not applicable

   Enclosed at page No. ______________

   Not enclosed: Not applicable

   Enclosed at page No. ______________

   Not enclosed: Not applicable
a) Your GST Registration Number for location of manufacturing place. Registration No.

b) Whether notarised copy of STEC valid at the time of opening of first envelope enclosed.

c) Percentage rate of GST applicable on commodity.

d) a) ISI marking license and its validity. Please enclose notarised copy of the same. If applicable and required in conditions of the tender
   b) Mention location where material shall be inspected. (This should be as per location mentioned in valid BIS licence)

   Note: 10 (a) & (b) will be applicable if there is such conditions in the tender.

II. 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.

Note: 11 will be applicable if there is such conditions in the tender.

(a) Date of establishment of unit (factory) in 
(b) Type of Unit: Micro/Small/Medium/Large Scale Unit: 
(c) Registration No. 
(d) Registration Authority: Industries Dept., Rajasthan/Other State WSC.
(e) Item for which registered
(f) Location of works/Address/ Telephone No./Tax No.
(g) Production Capacity: 
(h) Offered Capacity: 
(i) Experience (in years): 

Copy enclosed at page No. .......... / Not enclosed

Copy enclosed at page No. .......... / Not enclosed

CST/ Rajasthan VAT: ......% Surcharge: ...........% Valid till: 

Enrolled at page: 
Address: 

[Signature]
[Stamp: 16/08/17]
**APPLICATION:** Valve less 6" (150mm) series DTH Hammers are required for use on / DTH Drilling Rigs make/model Revathi CP/Ingersoll Rand/L&T having deck mounted compressors from 600 to 1100 cfm FAD at 150 to 350 psig. For drilling in formations viz : quartzites, granites, schists / gneisses cherty limestone and sand stone etc.

The Hammer should be suitable for use of SD-6 Button Bits.

**TECHNICAL SPECIFICATIONS:**
The technical parameters should be as under:

<table>
<thead>
<tr>
<th>Details</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hammer Series</td>
<td>6&quot; (150 mm)</td>
</tr>
<tr>
<td>O.D. of Hammer (Not more than)</td>
<td>140 mm</td>
</tr>
<tr>
<td>Bore Hole dia Range (mm)</td>
<td>150-200</td>
</tr>
<tr>
<td>Top sub-thread Connection</td>
<td>3 1/2 &quot; API reg. Pin up</td>
</tr>
<tr>
<td>Minimum guarantee (Drilling in mtrs.)</td>
<td>3000 Mtrs.</td>
</tr>
</tbody>
</table>

**TECHNICAL INFORMATION TO BE FURNISHED:**
The following technical information should be furnished by the tenderer/manufacturer about offered Hammers along with the test certificates.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Details</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Make</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Net weight without bit (kg.)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Hammer length (with bit)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Bit Closed/extended</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Bit Extended</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bit dia range (mm):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Maximum</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Outside diameter (mm)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Minimum guarantee drilling performance in mtrs.</td>
<td></td>
</tr>
</tbody>
</table>

The tenderer should ensure availability of spares from the manufacturer.

**QUANTITY REQUIRED:** 6 NOS.

Superintending Engineer

(Central Store)
Section – (h)

Assurance and Forms related to Rajasthan Transparency in Public Procurement (ITTPP) Rules / Act
RTTP 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 misleading or attempt 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 requiring or threatening of 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;

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any demerit 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.

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

(a) Have controlling partners / shareholders in common, or

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

(c) have the same legal representative for 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 decision of the Procuring Entity regarding the bidding process, or

(e) the Bidder participates in more than one bid 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 or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

Annexure B

RTTP Rules. Declaration by the bidder regarding Qualifications

Declaration by the Bidder

In relation to my (our) Bid submitted Superintendent Engineer (Central Store), Ground Water Department, Rajasth., I declare for procurement of... in response to their notice inviting Bids No... I 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, alleged or otherwise disqualified pursuant to debarment proceedings;

4. I do not have, and my directors and officers not have been convicted of any criminal offence related to my / our professional conduct of the making of false statement of representations 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 have not been otherwise disqualified pursuant to debarment proceedings;

5. I do not have a conflict of interest as specified in the Act, Rule and the Bidding Document, which materially affects fair competition.

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

[Stamp and signature]

Annexure A

10/08/17
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 thereunder, he may file an appeal to the First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly setting out 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 the 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 of it 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 the Second Appellate Authority specified in the Bidding Document in the manner as 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 conflict of law.

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 the 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
   
   Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees two thousand, which shall be non-refundable.

   (a) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank in India payable to 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 hear all the parties to appeal present before him and record proceedings.
   (c) After hearing the parties, perusal of inspection of documents and relevant records, copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of the order to the parties to appeal free of cost.
   (d) The order passed under sub-para (c) above shall also be posted on the State Public Procurement Portal.

 FORM No 1
[See rule 83]

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

[Appellant's Details]

[Appellant's Signature]

Date: ________________

[State Public Procurement Portal]

42
1. Correction of arithmetical errors
   Provided that a financial bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
   (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity, there is an obvious misprint or omission of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
   (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
   (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
   If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited at its Bid Security Declaration shall be executed.

2. Procuring Entity’s right to vary quantities
   (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of tender.
   (ii) If the Procuring Entity 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 be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
   (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)
   As a general rule all the quantities of the subject matter of procurement shall be purchased 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 central and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
GOVT. OF RAJASTHAN
QUARTERLY STATEMENT TO BE SUBMITTED BY DDO / FIRM TO SE (C/S)

1. Name of the firm: .................................................................

2. Name of the Division: ..........................................................

3. RVC No. & Date: ...................................................................

4. Period: From ....................................................... to .......................

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Authorization issued by DS</th>
<th>Purchase Order</th>
<th>Name of the items</th>
<th>Qty ordered</th>
<th>Firm's Bill details</th>
<th>Material Received</th>
<th>Stipulated Delivery date as per RVC</th>
<th>Late supply if any</th>
<th>Details of ID Charged (% / Rs.)</th>
<th>Payment made</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

1  2  3  4  5  6  7  8  9  10  11  12  13  14  15  16  17  18  19  20

SIGNATURE OF DDO / AUTHORIZED SIGNATORY OF THE FIRM
GOVT. OF RAJASTHAN

STATEMENT TO BE FURNISHED BY DDO TO SE (CS) ON COMPLETION OF CONTRACT

1. Name of the firm: .........................................................
2. Name of the Division: ..................................................
3. R/C No. & Date: .........................................................
4. Period: From ............................................................. To ................................

It is certified that:

a. There is no amount due against the firm except indicated in the quarterly statement and in point no. 3
b. The material received against above R/C was found satisfactory in performance.
c. There is no other unsupplied material other than as mentioned below:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Order No. / Date</th>
<th>Qty. ordered</th>
<th>Qty. supplied</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>

4) That information pertaining to supply of material as furnished in the quarterly statement / Contract Completion Report from ................. to .................. is correct.
5) That information pertaining to defective supply (if any received) is as in following Performa and is correct and an amount of Rs. ............... has been deducted from the invoice no........... dtd........../BG................. for the delay in replacement / repair of the defective goods.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Purchase Order No. / Date</th>
<th>Name of the item / Qty. ordered &amp; Ant.</th>
<th>Material Received</th>
<th>Defective Supply</th>
<th>Details of replacement of supply against Defective Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of the item / Qty.</td>
<td>Name of the item / Qty.</td>
<td>Name of the item / Qty.</td>
<td>Name of the item / Qty.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ant. (Rs.)</td>
<td>Ant. (Rs.)</td>
<td>Ant. (Rs.)</td>
<td>Ant. (Rs.)</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF DDO

[Signature]

[Stamp]
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Purchase Order No. &amp; Date</th>
<th>Ordered Qty.</th>
<th>Material Received</th>
<th>Material remained unsupplied</th>
<th>LC amount recoverable</th>
<th>Actual Expiry of Guarantee Date</th>
<th>Pending Payment</th>
<th>Recovery against firm (if any)</th>
<th>Remarks/Comments of DDO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

**Note:**
1. Column No. 1 to 18 are to be filled by firm.
2. The consignee & DDO is to indicate / verify recovery against firm if any in terms of amount (Rs.) giving reasons thereof in Column 17 & 18.
3. The DDO is to also comments in column 19 about performance / adverse report if any.
4. The information filled in by firm is to be verified by DDO, corrected wherever required.
5. Attach separate sheets whenever necessary.
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Clause / Term / Condition No</th>
<th>Details</th>
<th>Requirement</th>
<th>Status of Submission</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>Type of tender</td>
<td>tender / Physical Tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>Purchase / downloading of Bid Document</td>
<td>Purchased / downloaded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>ITB 6.11</td>
<td>Bid Document Fee deposition - Rs.</td>
<td>Deposited / Not Deposited (OD No. / CR No. / Date and time of deposit in the office.)</td>
<td>For physical tender only</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>e - tender processing Fee depostion - Rs.</td>
<td>Deposited / Not Deposited (OD No. / CR No. / Date and time of deposit in the office.)</td>
<td>For e tender only</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>ITB 6.12</td>
<td>Period of validity of Bid</td>
<td>90 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>ITB 6.13, 7.2 (4)</td>
<td>Bid Submission and submission of pre - qualification schedule / submission</td>
<td>Bid Submitted / not submitted in Electronic Format digitally signed / Physically and prequalification schedule submitted or not submitted before the schedule time for closing of submission.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>ITB 7.2(c)</td>
<td>Name &amp; designation of person authorized for signing of bid and who has signed the bid submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>ITB 6.10.1</td>
<td>Bid Security / MDDepository (property in favour of as required)</td>
<td>Rs.………… &amp; Rs.………… for MSME Units of Rajasthan Deposited / Not Deposited (OD No. / CR No. / Date and time of deposit in the office.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Appendix B</td>
<td>Submission of certificate / affidavit in support of MSME of Rajasthan State</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>ITB 1.10.4</td>
<td>GST Registration No</td>
<td>Furnished / not furnished</td>
<td>mandatory</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>GCC - 4</td>
<td>STCC</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>GCC - 2</td>
<td>Bidder Type</td>
<td>Manufacturer / Dealer / etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>(SR - 11)</td>
<td>Submission of document (SA - 11 or any other) in support to declare type of Bidder</td>
<td>Furnished / not furnished</td>
<td>Signature of the tenderer</td>
<td></td>
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</tr>
<tr>
<td>14.</td>
<td>ITB 6.3.2</td>
<td><strong>Name and detailed address of the manufacturer</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Manufacturer Authorization</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td>To be submitted in prescribed format only</td>
</tr>
<tr>
<td>15.</td>
<td>ITB 9.1.3, BDS</td>
<td><strong>Deviation in Delivery Schedule</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td><strong>Deviation in payment schedule</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td><strong>Availability of spare parts and accessories (ITB 9.1.3, BDS)</strong></td>
<td>Not Applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td><strong>Declaration / Warranty</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>ITB 6.12, BDS</td>
<td><strong>Deviation in validity period of Rates</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>ITB 7.2 (c) App. 1</td>
<td><strong>Power of attorney in case of limited partnership firm</strong></td>
<td>Furnished / not furnished (on Rs. 100/- stamp duly notarized)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>ITB 7.2 (d) Appendix 2</td>
<td><strong>Tender Form and Schedule – I</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>ITB 7.2 (e) App. – 3</td>
<td><strong>Undertaking by the tenderer / for modifications / deviations to Conditions of Contract / Technical Specifications no price information is indicated in Envelope I</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>ITB 1.4, ITB 7.2(f) App. – 4</td>
<td><strong>Read / understood all the T &amp; C given in the tender document, including addenda issued by the Department and the same are acceptable without any deviations</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>ITB 1.5, ITB 7.2(g) App. – 5</td>
<td><strong>Declaration under the Official Secret</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>ITB 7.2 (h) Appendix 6</td>
<td><strong>Declaratory by the bidder under section 6 of RFP Act</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>ITB 6.5</td>
<td><strong>Price variation</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>ITB 6.9</td>
<td><strong>Joint Venture</strong></td>
<td>Yes / No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>ITB 7.2 (h)</td>
<td><strong>Undertakings and deviations for tender specification as per schedule 3</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>ITB 7.2 (f)</td>
<td><strong>Pre Qualification schedules as required along with supporting documents consisting of Schedule 2</strong></td>
<td>Submission of Schedule – 2</td>
<td>Furnished / not furnished</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Submission of supporting documents</strong></td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Appendix B</td>
<td><strong>Submission of Appendix – B</strong></td>
<td>Submitted / Not Submitted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of the tenderer**
<table>
<thead>
<tr>
<th>Appendix C</th>
</tr>
</thead>
</table>

### Tendered Qty / Offered Qty

#### Eligibility Criteria
- Any manufacturer/fabricator/s whole seller/distributor/authorized dealer/sole selling agent/marketing agent for manufacturing/supplying DTH hammer are eligible. The manufacturer/fabricator must submit the documentary evidence about manufacturing of DTH hammer and rest of the eligible bidders have to submit certificate issued by the manufacturer with an authorization to bid in the above tender, the certificate should be valid till the validity of the contract which will be submitted till the period of the Rate Contract if contract is awarded to such bidder.

#### Technical Criteria

| Work Experience | The bidder should have experience about supply of DTH Hammer of 6" or above series and they have to enclose copy of the documents about supply of such hammers for a qty. 5 Nos. in last 5 years. A copy of the satisfactory performance report for at least 2 hammers from the user – any govt. deptt. / govt. undertaking is required to be submitted. |

| Details of Manufacturer | The bidder who are manufacturer/fabricators of DTH Hammer of 6" or above series are required to be submitted the details of machinery and manufacturing/fabricating unit owned by themselves. |

| Other Criteria | Deposited Bid Document fee |
|               | Deposited of e tender processing fee |
|               | Deposited EMD |

#### Applicability of EMD during the course of purchase period (Rate Contract Period + extended period / One time Purchase + Repeat Order)

### Rate of GST as on the date of submission of Bid (in terms of %)

---

**Note:**
1. The Bidders are requested to submit the above check list with entry in each field if any field is not applicable same may have entry as "NOT APPLICABLE".
2. The Bidders are requested to arrange marking of Page No. at each page of all the documents submitted by them in continuous in a Unique manner / ink to identify the same quickly. The Page No. which are to be entered in column no. 6 of the above check list are those marked by the bidder himself for submitted documents.
3. Technical Evaluation of the technical offer submitted by the bidder will be carried out on the basis of Submission of documents / fulfill ness of the terms / condition / specifications / qualification/eligibility criteria as per entries made in above check list. Accordingly all the bidders are requested to submit the required documents only and
copies of the documents should be neat and clean as well as in readable form. If any document is in other than the English / Hindi language same is required to be submitted along with translated version either in English / Hindi duly self-attested and with undertaking that the documents translated in correct.

4. An opportunity for submission of any clarification required by the deptt. may be given to the bidder through a written letter and clarifications are required to be submitted within 3 days from the issuance of such clarification letter from the deptt. Any clarification submitted after the defined date will not be considered for technical evaluation and if technical offer found disqualified due to non-submission of clarification within the defined time period the deptt. will not be responsible.

5. Please don’t enclose any unnecessary documents.

Signature of the tenderer