GOVERNMENT OF RAJASTHAN

BID DOCUMENT

FOR

Supply of Goods: - Procurement of DTH Hammers 6" (150 mm ) series Suitable for use of Button Bits Mission – 6 (Annual Rate Contract)

NIB No. OT – 2/CST/GWD/2017 – 18 DATE 10.08.2017
ITEM NO.3

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

August 2017

16/08/17
## Supply of Goods
### Procurement of DTH Hammers 6" (150 mm) series Suitable for use of Button Bits
#### Mission – 6 (Annual Rate Contract)

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<td>Cost of tender documents (Bid Document Fee)</td>
<td>Rs. 500/- per set of tender documents in cash or DD in favor of Superintending Engineer (C/S), GWD, Jodhpur. (Rs. 250/- for Micro, Small and Medium Enterprises of the State of Rajasthan.)</td>
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<td>Rs. 5.95 Lacs</td>
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<td>Earnest Money (Bid Security)</td>
<td>Rs. 11700/- for all enterprises other than Micro, Small &amp; Medium Enterprises of Rajasthan. Rs. 2925/- for Micro, Small and Medium Enterprises of the State of Rajasthan.</td>
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<td>Place and address of Selling of tenders may be</td>
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<tr>
<td></td>
<td>downloaded from <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> website - <a href="http://shedwater.rajasthan.gov.in">http://shedwater.rajasthan.gov.in</a></td>
<td>Telephone No: 0291-2431942 Fax: 0291-2431942/2831295 e-mail: <a href="mailto:sensoeidg@gmail.com">sensoeidg@gmail.com</a>, website - <a href="http://shedwater.rajasthan.gov.in">http://shedwater.rajasthan.gov.in</a></td>
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</tr>
<tr>
<td></td>
<td>tender.</td>
<td>Telephone No: 0291-2431942 Fax: 0291-2431942/2831295 e-mail: <a href="mailto:sensoeidg@gmail.com">sensoeidg@gmail.com</a>, website - <a href="http://shedwater.rajasthan.gov.in">http://shedwater.rajasthan.gov.in</a></td>
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<td>Validity of tenders</td>
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OFFICE OF THE SUPERINTENDING ENGINEER
(CENTRAL STORE) GWD, JODHPUR

Tel: 0291-2431912, Fax: 0291-233225, 2431942, superswagat@gmail.com website - http://jodhpur.rajasthan.gov.in
TENDER NO. 07 - 23CT/17/2017 - 16 DATE 10.09.2017 ITEM NO. 1 - 3

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 manufacturer/Fabricators whose selling distributors/dealer/authorized dealer/sale selling agent/market agents/Service Providers/Tenders having experience and ability for supplying of such items. The tender documents can be purchased from the office address Superintending Engineer, (Central Store), GWD, Jodhpur or may be downloaded from the web site http://jodhpur.rajasthan.gov.in & website - http://jodhpur.rajasthan.gov.in Details of the tender notification and tender conditions can also be seen in the NIB existent on web site http://jppp.rajasthan.gov.in. Tenders are to be submitted physically.

2. GENERAL DETAILS OF WORKS:

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<th>Particulars 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>1</td>
<td>Rate Contract for Supply of DTH Hammers 6” (25mm) series (SD-8 Type) (Annual Rate Contract)</td>
<td>7.50</td>
<td>15200/-</td>
<td>500/-</td>
<td>03.10.2017 upto 1:00 pm</td>
<td>03.10.2017 at 3:30 pm</td>
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<td>2</td>
<td>Rate Contract for Supply of DTH Hammers 6” (150mm) series (SD-6 Type) (Annual Rate Contract)</td>
<td>4.35</td>
<td>8700/-</td>
<td>500/-</td>
<td>03.10.2017 upto 1:00 pm</td>
<td>03.10.2017 at 3:30 pm</td>
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<td>3</td>
<td>Rate Contract for Supply of DTH Hammers 6” (150mm) series (Mission-6 Type) (Annual Rate Contract)</td>
<td>5.65</td>
<td>11700/-</td>
<td>500/-</td>
<td>03.10.2017 upto 1:00 pm</td>
<td>03.10.2017 at 3:30 pm</td>
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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), GWD, JODHPUR" in the manner as prescribed in the tender document.

3. IMPORTANT DATES:

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<tr>
<th>S. No.</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Last date &amp; time for sale / downloading of tender document</td>
<td>03.10.2017 up to 11.00 A.M.</td>
<td>in the Office of the Superintending Engineer (Central Store), GWD, Jodhpur, <a href="http://jppp.rajasthan.gov.in/">http://jppp.rajasthan.gov.in/</a></td>
</tr>
<tr>
<td>ii)</td>
<td>Last Date &amp; Time for submission of tender (Physical Form)</td>
<td>03.10.2017 up to 1:00 PM</td>
<td>in the Office of the Superintending Engineer (Central Store), GWD, Jodhpur</td>
</tr>
<tr>
<td>iii)</td>
<td>Opening bids (Technical Bids)</td>
<td>03.10.2017 (at 3:30 PM)</td>
<td>in the Office of the Superintending Engineer (Central Store), GWD, Jodhpur</td>
</tr>
</tbody>
</table>

Note: In case of any holiday on the date mentioned above, the activities assigned on that date shall be carried out on the next working day.

5. Instructions to Bidders:

5.1 The bidders who are interested in bidding can purchase / download the tender documents from the address / web address as indicated above.

5.2 Tenders are to be submitted physically within the date and time scheduled as mentioned in the NIB 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 STORE), GWD, JODHPUR.

5.3 An earnest money / Bid Security of the amount as mentioned in the conditions of the bids for each item is to be deposited through Banker's cheque or Demand Draft in favor of a nationalized / scheduled bank in the name of "Superintending Engineer (Central Store), GWD, Jodhpur".

5.4 Security Deposit: 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 store for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him. The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall be less than the earnest money. 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 satisfied there are no dues outstanding against the tenderer. The form of security money shall be a Cash/Bank Draft/Bankers Cheque/Received copy of Challan b) Post Office Savings Bank Pass Book duly pledged c) National Savings Certificate, Defence Savings Certificates, Kisan 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.

5.5 The tender for the supply shall remain open for acceptance for a period of 99 days from the date of opening of the bid or up to the period as detailed in the tender document.

5.6 If any tenderer withdraws his tender prior to expiry of the validity period as mentioned in the tender document or materially extended period or makes modifications in the rates, terms and conditions of the tender within the said validity period, which are not acceptable to the department, or fails to commence the work in the specified period/action to execute the agreement, the department shall reject any other contract of any nature or payable to the amount of earnest money given in any form absolutely. If any contractor, who has submitted the tender does not execute the agreement or start the work or does not complete the work and the work has not been completed, the contractor shall stand liable to claim compensation in as far as tendering in addition to forfeiture of earnest money/security deposit and other action under agreement. If there is any strong justification of believing that the tenderer or his authorized has been guilty of mis-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his Bid Security (earnest money) will be forfeited.

5.7 All tenders, in which any of the prescribed conditions are not fulfilled or which have been вокtated by errors in calculations/totaling or discrepancies in figures or words or other discrepancies will be liable to rejection.

5.8 No conditional tenders shall be accepted and will be rejected summarily forthwith.

5.9 The department will not be responsible for any delay on account of late submission of tenders.

5.10 All pages and schedules of tender documents shall be essential filled in (wherever required) and shall be signed by the tenderer.

5.11 The acceptance of the tender will rest with the Competent authority who does not bind itself to accept the lowest tender, and reserves the right to itself the authority to reject any or all the tenders received without assigning any reason.

5.12 No refund of tender fees is claimable for tenders not accepted or forms not submitted.

5.13 All the conditions shall be prevailing as detailed on the documental tender document (in the respective sections/volumes)

SUPERINTENDING ENGINEER,
(CENTRAL STORE),
GWD, JODHPUR
Section – (a)
Notice inviting Bid
(NIB)
<table>
<thead>
<tr>
<th>आइट्म संख्या</th>
<th>विवरण</th>
<th>अनुसंधान (रूपये लाखों में)</th>
<th>आमतौर पर सशी (रूपये में)</th>
<th>निविदा प्रस्तुत करने की अवधि दिनांक</th>
<th>निविदा प्रस्तुत करने की आतिम दिनांक</th>
<th>निविदा खोलने की दिनांक</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>मैं. दी. एच. हैनर 8 इंच (200 मी. मी.) एनिजिज - (एच. की 8 मई) की आपूर्ति हेतु दर संबिदा</td>
<td>7.60</td>
<td>15200/-</td>
<td>500/-</td>
<td>03.10.2017 upto 11.00 am</td>
<td>03.10.2017 at 1.00 pm</td>
</tr>
<tr>
<td>2</td>
<td>मैं. दी. एच. हैनर 6 इंच (150 मी. मी.) एनिजिज - (एच. की 6 मई) की आपूर्ति हेतु दर संबिदा</td>
<td>4.35</td>
<td>8700/-</td>
<td>500/-</td>
<td>03.10.2017 upto 11.00 am</td>
<td>03.10.2017 at 1.00 pm</td>
</tr>
<tr>
<td>3</td>
<td>मैं. दी. एच. हैनर 6 इंच (150 मी. मी.) एनिजिज - (एच. की 6 मई) की आपूर्ति हेतु दर संबिदा</td>
<td>5.85</td>
<td>11700/-</td>
<td>500/-</td>
<td>03.10.2017 upto 11.00 pm</td>
<td>03.10.2017 at 1.00 pm</td>
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</table>

(संपादक सिद्ध) अधीनस्त अभियंता (संदीप सिद्ध), मूल-जल विभाग, जोधपुर
Section – (b)

Instruction to Bidders
(ITB)
INSTRUCTIONS TO BIDDERS (ITB)

1. General Information:
1.1 Executing Agency / Purchaser: The Executing Agency or Purchaser for the supply of the tendered goods / execution of this work is the Ground Water Department, Jodhpur, Rajasthan through the Superintendent Engineer (Central Store), G.W.D. Jodhpur, or other agency as decided by the Govt.

1.2 Type of Contract: The Contract is a lump sum type contract which includes supply of the goods as per tender specification upon approved rates. The name of the supply of goods under this Contract is "Rate Contract for Supply of DTH Hammers 6" (150 mm series) – suitable for use of Boulton Bits Mission – 6 (Annual Rate Contract)"

1.3 All supply of goods proposed for supply under the Contract, are notified in the bid document under the heading "Scope of Work" and "Technical Specifications".

1.4 The Bidder is required to study all instructions forms, terms and conditions and other details in the bid documents before completing the Price Schedule. The Drawings, Specifications, Schedules etc are to be considered as explanatory of each other and no advantage shall be taken of any omission in bid documents. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.5 The bidder shall sign a declaration under the official Secrets Act for maintaining secrecy of the bid documents, drawings or other records connected with the work given to him or given by him.

Declaration

"We hereby declare that we shall treat the bid documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person to whom we are 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 render the bid voidable.

1.6 Bidder 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, whatsoever necessary, and initiated. An 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 the contractor shall be liable for damage and the original sanctioning authority, if his discretion may cancel the contract. The contractor / supplier shall also be liable for any secondary liability arising out of default by him of the provisions of the act.

1.8 If it is found that the tender is not submitted in proper manner or contains too many corrections and or unreasonable rates or amounts, it would be open for the competent authority not to consider the tender, forfeit the amount of bid security and for de-list the contractor / supplier.

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

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

Address for Communications: Superintendent Engineer (Central Store), Ground Water Department, New Power House Road, Jodhpur – 342001. Ph. 0291 – 2431942 email – secretadjep@gmail.com

3. Period of Contract: One year from the date of issue of the R/C letter for DTH Hammers. However approved rates for spare parts will be valid for a period of 18 months from the date of issue of the R/C letter.

3.1 The ordered quantity shall be supplied within 30 days from the date of issue 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 or designed, and/or constructed in the contract for works and shall include any additions, modifications, alterations, replacement and/or repairs as may be made thereto from time to time during execution period.

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

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 be treated as synonymous.

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

4.1 Eligibility Criteria: Manufacturer / Authorised whole sales / Authorized distributor / Authorized dealer of DTH hammers are eligible. Tenderer other than the manufacturer shall have to furnish either authorized dealer certificate valid upto date or authorization letter issued by the manufacturer which authorized the bidder to participate in this tender. The manufacturer have to submit the documentary evidence about manufacturing of DTH hammer and rest of the eligible bidders have to submit Manufacturer Authorization certificate issued by the manufacturer of Hammers, the certificate should be valid the validity of bid which will be required to be valid 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 submit the details of machinery and manufacturing / fabricating unit owned by themselves.

3. The bidders other than the manufacturer of DTH Hammers 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 valid 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) Financial & Other Criteria:

(i) Tenderer firm have submitted Bid Security (earnest money) tender fee in prescribed form.

(ii) Response to all requirements of the tender documents and the instruction.

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

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 is issued till the date of submission of the bid.

Notice inviting Bids (NIB) -
Instruction to Bidders (ITB) -
Bid Data Sheet (BDS) -
Qualification and Evaluation Criteria

Bidding Form required by the bidder -
Conditions of Contract and Contract Forms:
(i) General Conditions of Contract
(ii) Special Conditions of Contract
(iii) Contract Forms

Appendices including appendix for technical specifications etc

Annexures and forms as per RFTP 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 lands for the purpose of such site visits / visits of the area where supply is to be executed. But the bidder and its personnel will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visits.

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

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

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

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

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

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

5.5 Amendment of Bidding Documents:
5.5.1 At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bid documents.

5.5.2 The amendment will be notified on the website bidded http://bids.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 has 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 the submission of bids, in which case, the Department will notify/publish the extended deadline, for submission of tenders on website http://bids.rajasthan.gov.in and as per publication rules.

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

6.2 Alteration of Designed Components not acceptable:
6.2.1 No principal deviations and exceptions are allowed in the specifications and in the basic requirements of the goods.

6.2.2 Bidders, which propose any alteration in the basic requirement, as specified in Scope of work and / or Technical specifications and its addendum if any, or which contain any other conditions of any sort will be liable to rejection.

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

6.3.2 Manufacturer's Authorization: If required in the BDS, a Bidder that does not manufacture or produce the Goods 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". Whichever goods / equipment is proposed in the bid or considered by the bidder for the financial offer, the goods / equipment to be finally provided in case of award shall correspond to the specifications of the bid documents and is subject to the approval of the competent officer.

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

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

6.5 Bid Prices:
6.5.1 The Contract shall be for the execution of supply of Goods as described in technical specifications.

6.5.2 The rates quoted must be for delivery at Consignee Store inclusive of packing, forwarding, loading, unloading, transportation, insurance charges, in form SR-15. Please note that elements of GST should be shown separately in terms of % in technical bids.

6.5.3 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 spare parts as per requirement during the course of the R/C. The price offered for these spares will not be used for the purpose of financial evaluation for defining the ranking of the bidder, however, it may be negotiated with the 1st lowest bidder over a period of 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 R/C letter, accordingly prices for the spare parts are to be offered considering this fact.

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, any other expenses to fulfill the obligations and all risks set forth or implies towards any clause of the bid document referred, Custom Duty, Income Tax, GST or any other duties, levies, taxes or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed Works and for satisfactory performance of the Bidder’s obligations under this contract. The charge for any obligation of the contractor / Supplier for which apparently no corresponding item is given in the Price Schedule shall deemed to be included in the Prices entered against the items.

6.5.5 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 Rupee. The department will not arrange any foreign currencies for import of any type of material/plant/papers 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 exact part of the technical specifications.

The documentary evidence may be in the form of literature, drawings or data and shall consist of a detailed item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications.
Documents Establishing the Qualification of the Bidder:

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall be submitted to the Purchaser's satisfaction:

(a) That, if required in the BDS, a bidder that does not manufacture or produce the goods it offers to supply shall submit the Manufacturer's Authorization in a 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 those goods to the purchaser.

(b) That the Bidder meets each of the qualification criteria specified in the Section - Evaluation and Selection Criteria as well as mentioned in ITB.

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

Bid Security (Earnest Money):

6.10.1 Bid Security amounting to Rs. 17,000/- in Indian Rupees must accompany each bid as Cash or Banker's Cheque (Demand Draft in the name of Superintending Engineer (Central Store) G.W.D. Jodhpur) payable at 'Jodhpur'. These should be deposited with the Cashier or authorized clerk in physical form. Bid Security for Rajasthan State SSI and Sick Units of Rajasthan will be as per applicable rules.

6.10.2 The Bid Security issued 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 its bid during the period of bid validity.

(b) If the Bidder fails within the specified time limit to sign the Contract Agreement. In accordance with ITB Clause.

(c) If a bidder reduces the rates voluntarily or modifies his offer voluntarily after opening of the financial rates. Negotiations, his offer shall stand cancelled automatically. His earnest money / bid security shall be forfeited and action for debarring him from business shall be taken as per rules.

(d) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per rules.

(e) For any other act of the bidder detailed herein, forfeiture of Earnest Money.

Cost of Bid Document Fee:

Tender fee as required in NIB shall be deposited either in form of Cash or bankers Cheque or demand draft of Nationalized or Scheduled bank in the name of Superintending Engineer (Central Store) G.W.D. Jodhpur payable at Jodhpur. The fee is to be deposited in the office of the Superintending Engineer (Central Store) G.V.D., New Power House Road, Jodhpur in physical 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 / Price Bid as per terms and conditions of the contract. A bid valid for a shorter period shall be rejected by the department as being non-responsive.

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/fails to execute the agreement, the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.

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

6.13 Format and Signing of Bid:

6.13.1 The complete bid document duly filed 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, EMD 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 therein, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a Company, the duly authorized representative of the company will hold 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 filed in ITB clause along with addendum as 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 addition or correction, the provisions written in the original document, read with the addendum or compendium issued, shall prevail.

6.13.6 All omissions in the Schedule of bids shall be distinctly 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 prescribed conditions are not fulfilled or which have been visited 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 / themselves has / have not bid or who may not and has / have not bid for the same work.

7.0 Sealing and Marking of Bids:

7.1 Bidder shall submit their offer physically (for non-e tender) up to time and date in the manner described below. However, the following shall be physically deposited in a sealed cover on or before its scheduled date and time in the office of the Superintending Engineer (Central Store) G.W.D. Jodhpur:

(a) Cash or Demand Draft or Bankers Cheque (as applicable) towards Tender fee, and EMD and

(b) Tenderer who is unwilling to concede on any part of the Bid Security shall enclose an AFFIDAVIT duly notarized as per format enclosed. (For Micro/Small/Medium Units of the State of Rajasthan)

However for online electronic tenders the sealing, marking and submission of bid document shall be as per clarifications and guidelines enclosed in the General Conditions of the Contract.

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 COPES of pre-qualification documents and related documents as detailed 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 partnership firm, limited Co/group of companies, Power of Attorney (As per format enclosed at Appendix - 1) issued on non-judicial stamp of Rs 100/- duly notarized in favor of person signing the documents/schedules shall accompany the bid. Such power of attorney for the authorized person should be issued by the partner(s) or authorized signatory.

(d) Tender Letter (Appendix - 2)

(e) Undertaking confirming that for modifications/deviations to conditions of contract / technical specifications no price information is indicated in First cover envelope shall be enclosed. Tenders not containing such undertakings will not be considered for further evaluation. 'Appendix - 3'

(f) Declaration in Appendix - 4*

(g) A declaration under the official secrets Act for maintaining secrecy of the tender documents, drawing or other records connected with the work given to him as per ITB 1.5 (Appendix - 5)

(h) Declaration by the Bidder (Appendix - 6)

(i) Undertakings and deviations for tender specification as per schedule - 2

(j) All the documents contains in bidding documents including ITB, GCC, SCC, Technical Specifications etc.

(k) All addendums issued till the date of submission of bid.

Pre-Qualification schedules as required along with supporting documents consisting of Schedule-3

Contents of Second Cover Envelope- 2*: This shall contain the price bid only in the second cover duly marked as "FINANCIAL BID".
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 Physcal 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 Superintending Engineer (Central Store), GWD, Jodhpur.

8.0 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.

8.1 Opening of Bids by Department: The Superintending Engineer (Central Store) G.W.D. Jodhpur 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 of the address indicated in BDS. The bids shall be opened in two 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 on the date of opening of financial bids to such qualified bidders will be conveyed separately.

8.2 The bidder's name, 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 of only those Bidders shall be opened who have submitted the Tender Fee, and Earnest Money in a separate manner before scheduled date and time for its submission.

9.0 Evaluation:

9.1 Preliminary Examination of Tenders:

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

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

(i) Properly signed and time stamped/undated.

(ii) Earnest money/Processing fee Tender fee in the required format from a Nationalized/ Scheduled bank.

(iii) Response to all requirements of the tender documents and the instructions to bidders.

(iv) Classification and substantiation required to assess the quality of the offer.

(v) If a tender is not substantially responsive it will be rejected by the Department and will not be used for further evaluation. The financial offers of all substantial tenders will be opened/downloaded. The Department's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extraneous 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 complete tenders only.

9.1.3 Evaluation of Pre-Qualification:

(i) The Department will carry out a detailed examination of the tenders previously determined to be substantially responsive in order to determine whether the firm is qualified in accordance with the requirements set forth in the tender documents. In order to reach such a determination, the Department will examine the information provided in the schedules and the submitted supporting documents, on the basis of the information supplied by the tenderers.

(ii) The firms qualified will be informed by the Department in due course of time.

(iii) In an effort to satisfy that all bids are sufficient to meet the Department's requirement, evaluation of the pre-qualification bid shall be made.

(iv) The information for such details has been asked in the formats given with ITB of the bid document.

(v) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 6.7 and 6.8, to confirm that all requirements specified in 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 reject such deviations to be withdrawn, for the unaccepted 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 suitable, and qualified to the eligibility and qualification criteria will be opened on such date which will be conveyed separately to the such qualified bidders.

(ii) The Superintending Engineer (Central Store), GWD, Jodhpur 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 tended items and the rate contract will be operated by the DDO(s) - Direct Demanding Officers.

(a) The Executive Engineer, GWD, Jodhpur, Bikaner, Barmer, Pali, Jaisalmer, Jodhpur, Dungarpur, Kota and SE (CIS), GWD, Jodhpur, Udaipur, Jaipur will be the DDO(s) to operate the Rate Contract as per terms and conditions of the tender and the R/C letter.

(b) An authorization letter for purchase of particular quantity of goods against the R/C will be issued by the office of the SE/CS/GWD, Jodhpur to the DDO concerned against their justified requirement 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 authorization and in any discrepancy found same may be reported to the DDO and to the Office of the SE/CS, GWD, Jodhpur and supply should not be executed upon such P.O. if any supply executed by the supplier without any authorization or deviated supply from the date of issuance of PO by any means i.e. through email/ fax and same will be sent through speed post.

(c) 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.

(d) All the Executive Engineer declared as DDO will be the signatories for the order placed and quantity ordered by themselves or as designated by the SE concerned as DDO. The material will have to be accordingly delivered in the office of the signatory as declared in the P.O.

(e) All the entries relating to inspection and receipt of material will be done by the concerned 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.

10.2 Purchaser's right to vary quantity: The Purchaser reserves 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 shall not entitled for any claim or compensation.

10.2.2 Repeat orders for additional quantities upto 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.

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

10.3.1 The acceptance of bid shall be notified to the Department who does not bind itself to accept the lowest bid and reserves itself to reject any or all of bids received without assigning any reason.

10.3.2 The Department's right to accept or reject any or all bids at any time prior to award of contract, will not incur any liability, to the affected Bidder(s) or any obligation to inform the affected Bidder(s) 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 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 append photographs and signatures duly attested, at the time of execution of Agreement.
   10.6.3 If any Bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit and other action under various clauses of agreement.

10.7 Corrupt or Fraudulent Practices:
   10.7.1 The Department defines, for the purposes of this provision, the terms set forth below as follows
   i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
   ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition.
   10.7.2 Any effort by a Bidder to influence the Department in the Department’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
   10.7.3 The Department will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Signature of authorized representative

[Signature]

[Stamp]
### Format for Power of attorney of the representative of a firm

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

<table>
<thead>
<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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<tr>
<td>5</td>
<td>Attested Signature of the Authorized Representative</td>
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### For Limited Firm's

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<thead>
<tr>
<th>Name and Designation of the person Authorized</th>
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<tr>
<td>Firm</td>
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<tr>
<td>Address</td>
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<tr>
<td>Telephone No.</td>
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<tr>
<td>Fax No.</td>
</tr>
<tr>
<td>Telex No.</td>
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<tr>
<td>Authority By which the Powers is delegated</td>
</tr>
<tr>
<td>Attested Signature of the Authorized Representative</td>
</tr>
<tr>
<td>Name and Designation of person attesting the Signature</td>
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</tbody>
</table>

* To be Prepared on Stamp Paper of Rs. 10/- duly attested by Notary

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### Tender Letter

**To:**

The Superintending Engineer,

(Central Store)

Ground Water Department,

Jodhpur – 342 001

**Subject:** Tender for .................................................................

**Ref.:** Your NIB No. .................................................................

**Dated:** .................................................................

**Dear Sir,**

1. Having carefully examined all the parts of the bid documents and the addenda (if any) for the execution of the above mentioned works / Supply of goods, having obtained all requisite information affecting this tender, having visited the site and being aware of all conditions and difficulties likely to affect the execution of the contract, we, the undersigned, hereby offer to execute the work as described in the Bid Documents and to hand over the whole of the said works in conformity with the drawings, conditions of contract, technical conditions and scope of work, for the sum indicated in the financial offer and such other sum as may be ascertainable in accordance with the Contract.

2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the bid documents, and subsequent addenda (if any) without any change, reservations and conditions. If any change, reservation or condition has been made in our tender we herewith withdraw it.

3. We undertake, if our tender is accepted, to commence the work and complete the work in the stipulated time as per period defined in the conditions of the bid documents.

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

5. We agree to abide by this tender for the period of 90 days from the date of opening of the bids and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period, and not to make any modifications in its terms and conditions which are not acceptable to you.

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

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

**Name designation and signature of**

Authorized representative of the firm

---

### Undertaking by Tenderer

I / We undertake and confirm that all 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 W&E shall be liable for all consequences and / or damages.

**Signature with seal**

**Full Name**

**Designation**

**Address**

(Authorized representative)
If we, the undersigned hereby certify that I / We have read, understood all the terms and conditions given in the tender document, including those in the addenda issued by the Department and the same are acceptable to us without any deviations. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the tender, if any to the extent accepted may be cancelled.

Signature with seal
Full Name
Designation
Address
(Authorized representative)

Declaration under the Official Secret

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

Signature with seal
Full Name
Designation
Address
(Authorized representative)

Declaration by the Bidder

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

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

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

Date
Place

Signature with seal
Full Name
Designation
Address
(Authorized representative)
<table>
<thead>
<tr>
<th>ITB Clause Reference</th>
<th>1. General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Purchaser is: Superintendent Engineer, Central Store, Ground Water Department, Jodhpur, Superintendent Engineer, Ground Water Department, Jodhpur, Jaipur, Udaipur and Ex. En., GWD, Jaipur, Jodhpur, Bikaner, Ajmer, Pal, Bharmer, Udaipur, Dungarpur, Kota, Rajasthan (India) or any other agency as declared by the Govt.</td>
</tr>
<tr>
<td>ITB 1.2</td>
<td>The name and identification number of the Bids are: &quot;Rate Contract for Supply of DTH Hammers 6&quot; (150mm) series suitable for use of Button Bits of Mission - 6 (Annual Rate Contract)&quot; Ref no.: OT - 2/ CST/GWD/2017 - 18 Item No. 3 Dtd. 10 08 2017.</td>
</tr>
<tr>
<td>ITB 1.10</td>
<td>It is essential for a tenderor firm to be registered in GST a self-attested copy of the document about GST registration indicating GST Registration No. is to be submitted with technical offer.</td>
</tr>
<tr>
<td>2. Address for Communication</td>
<td></td>
</tr>
<tr>
<td>ITB 2</td>
<td>Superintendent Engineer (Central Store). New Power House Road, Heavy Industrial Area, Opposite Hindustan Radiator, Ground Water Department, Jodhpur - 342 001, Rajasthan (India) Telephone: 91-0291-2431942, Fax number: 91-0291-2631290, 2431942, Email address: <a href="mailto:scscpwdc@gov.in">scscpwdc@gov.in</a>, Web site: <a href="http://ghedwater.rajasthan.gov.in">http://ghedwater.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>3. Period of Rate Contract</td>
<td></td>
</tr>
<tr>
<td>ITB 3</td>
<td>One year i.e. 12 months from the date of issuance of the R/C 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 R/C letter.</td>
</tr>
<tr>
<td>ITB 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. (as per list of ordered qty., and no. of orders; however minimum ordered qty. will be 1 No.</td>
</tr>
<tr>
<td>4. Bid Document</td>
<td></td>
</tr>
<tr>
<td>ITB 5.5</td>
<td>Amendment of Bidding Documents will be notified on the website <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> or at the address of the bidder through post/email.</td>
</tr>
<tr>
<td>5. Preparation of Bids</td>
<td></td>
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<tr>
<td>ITB 6.1</td>
<td>The language of the bid is: Hindi or English</td>
</tr>
<tr>
<td>ITB 6.3.2</td>
<td>Manufacturer's authorization 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>ITB 6.5</td>
<td>The prices quoted by the Bidder shall be firm and fixed no price variation during the course of contract will be applicable.</td>
</tr>
<tr>
<td>ITB 6.5.3</td>
<td>The price of all parts of the hammer are to be quoted separately. The price offered for these spares will not be used for the purpose of financial evaluation for defining the ranking of the bidders, however it may be negotiated with the 1st lowest bidder.</td>
</tr>
<tr>
<td>ITB 6.5.6</td>
<td>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>ITB 6.6</td>
<td>The Bidder is required to quote the price in Indian Rupees only.</td>
</tr>
<tr>
<td>ITB 6.9</td>
<td>Joint Venture - Not accepted</td>
</tr>
<tr>
<td>ITB 6.10</td>
<td>Bid shall include a Bid Security for an amount of Indian Rs. 117,001/- and is required to be deposited in cash or in form of Banker’s Cheque/Demand Draft of Nationalized or Scheduled Bank in favour of Superintendent Engineer (Central Store), G.W.D., Jodhpur payable at Jodhpur. The Bid Security is required to be deposited in physical form in the office of the Superintendent Engineer (Central Store), G.W.D., 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. 2921/- only.</td>
</tr>
<tr>
<td>ITB 6.11</td>
<td>Cost of Bid Document and Processing Fee: The Bid Document Fee: Indian Rs. 50/- is required to be deposited in favour of Minister of State for Urban Development (Central Store), G.W.D., 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. 25/-.</td>
</tr>
<tr>
<td>ITB 6.12</td>
<td>The bid validity period shall be 90 days.</td>
</tr>
<tr>
<td>6. Sealing and Marking of Bids</td>
<td></td>
</tr>
<tr>
<td>ITB 7.1</td>
<td>Bidders have the option of submitting their bids electronically: No Required Bid Document Fee (in case of downloading bid document from website <a href="http://sppp.rajasthan.gov.in">http://sppp.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 ITB 7.1 within the closing time for submission of the same as mentioned in the NSB and Conditions of the tender.</td>
</tr>
<tr>
<td>ITB 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” each with additional identification marks “Rate Contract for Supply of DTH Hammers 6” (150 mm) series suitable for use of DTH Button Bits Mission - 6 (Annual Rate Contract) OT - 2/CST/GWD/2017 - 18 Item No. 3 Dtd. 10 08 2017.</td>
</tr>
<tr>
<td>ITB 7.4</td>
<td>For bid submission purposes, the Purchaser’s address is: Superintendent Engineer (Central Store), Ground Water Department, New Power House Road, Heavy Industrial Area, Opposite Hindustan Radiator, Jodhpur 342 001 - Rajasthan (India)</td>
</tr>
<tr>
<td>7. Bid Opening and Evaluation</td>
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</table>

**Note:** The document contains specific details for a bid preparation and submission process. It includes instructions for the bidder regarding the format, content, and conditions for submitting bids. The document also specifies the requirements for bid documents and the location for submission of bids.
The bid opening shall take place at Meeting Hall Office of the Superintending Engineer, (Central Store) Ground Water Department, New Power House Road, Heavy Industrial Area, Opposite Hindustan Redaiar, Jodhpur 342 001 - Rajasthan (India) Date 03.01.2017 Time: 15.30 Hrs. (IST)

Stage or Part of Bid: Double Stage (Double Part) i.e. Technical bids will be opened on the date as mentioned date of opening 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.

8. Evaluation and Comparison of Bids

ITB 6.1
Domestic preference will be a bid evaluation factor.

ITB 6.1.3
In addition to the qualification criteria mentioned in the Section - Evaluation and Qualification Criteria and also in ITB 4 following criteria will also considered for deciding the qualification of bidder:
(a) Deviation in Delivery schedule - Not Applicable
(b) Deviation in payment schedule - Not Applicable
(c) the availability in the Purchaser's Country 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) DDO(s): The Executive Engineer, GWD, Jodhpur, Bikaner, Barmer, Pali, Jaipur, Alwar, Udaipur, Dungarpur, Kota and SE (CIS), GWD, Jodhpur, Udaipur, Jaipur will be the DDO(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 (CIS) by virtue of which the particular DDO will be authorized to purchase specified qty. of good against the R/C.
(c) Purchase Order: P.O. against the authorization will be issued by the concerned DDO(s).
(d) Non acceptance of P.O.: Shall have to be reported to the concerned DDO(s) within 7 days from the date of issuance of the P.O.
(f) Inspection, defect under guarantee period: Will be carried away by the DDO, defect under guarantee period will be dealt by the consignee themselves for their supply.

ITB 10.2
The maximum percentage by which quantities may be increased is: 25%
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

(f) Purchase and price preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(8)/FD/GF/4AR/2011 dt. 19.11.2015 - Published in Gazette Extraordinary, Pt. IV (C), dt. 14.07.2016. 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 - B point no. 7(c)) issued by the DIO 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 - B 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(vi).

(g) In case the prices of local bodies 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 fulfilment of all required specifications and conditions of the bid:

(a) Opportunity shall be given to local enterprises to supply 80% of the Bid quantity.

(b) Order for 20% quantity shall be given to the original lowest bid outside enterprises 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 the 80%, minimum of 60% would be required to be purchased from the local micro & small enterprises, in case they have also bid, and within the 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of Schedule Caste or Schedule Tribe.

(d) The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20%, shall be procured from the local medium enterprises in case they have also bid.

(e) To exercise this option of purchase preference for 80% of the bid quantity, in such a situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received. In such case, price preference shall no longer be applicable and not lowest price (L1 price) would be required to be matched.

(f) In case, the lowest local enterprises does not agree to the counter offer or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for the supply of goods to the Micro, Small and Medium enterprises of the Rajasthan State may be given to the extent of their capacity by breaking the order in part for procurement of goods, as the manner provided in rule 74 of the RTTP Rules, 2013.

1.1.1 While tabulating the bds 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 in a dealer located in Rajasthan and the bid price are equal to the rates offered by local enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given purchase preference over such dealer.

2. Evaluation Criteria (ITB 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 ITB and BDS, using the following criteria and methodologies:

(a) Delivery schedule: The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the conditions related to Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

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

(c) the availability in the Purchaser's Country of spare parts and after-sales services for the goods offered in the bid: The Bidder will ensure the availability of all the spare parts of the hammer 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 R/C 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 Superintending Engineer
(Central Store)
Ground Water Department,
New Power House Road,
Jodhpur – 342 001

Subject: Tender for Supply of ........................................... Dated .............

Dear Sir,

1. Having carefully examined all the plans 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 rate 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 herewith withdraw it.

3. We undertake, if our tender is accepted, to commence the work and complete the work in the stipulated time as per period defined in the conditions of the bid documents.

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

5. 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 the period of 90 days from the date of opening of the bids and if 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 has to fill in all tender forms (if applicable) in this document and to submit them duly signed and stamped. They shall be used for the evaluation of this offer, the assessment whether his tender is substantial and for his pre-qualification.

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

<table>
<thead>
<tr>
<th>Designation</th>
<th>What to do?</th>
<th>Supporting papers</th>
</tr>
</thead>
</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. 1000:-
  *Earnest money, tender fee and processing fee in required form.
  *Copy of the GST Registration Certificate
  *Sales Tax clearance certificates (STCC) 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 Schedules | Not Applicable | |

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

[Stamp]
2. 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 (NIB)</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>Section (g)</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 GWD*

<table>
<thead>
<tr>
<th>Addendum No</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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>PO No / Date / Ordered qty.</th>
<th>Supplied Qty.</th>
<th>Satisfactory performance certificate details</th>
<th>Remarks</th>
</tr>
</thead>
</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 manufacture</th>
<th>Address of the manufacturing unit</th>
<th>Registration no. &amp; year of installation 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>
</table>

Signature of Authorized Representative...………………………………………………
Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in the 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 include it in its bid if so indicated in the BDS]

Date [insert date (as day, month and year) of Bid Submission]
NIB No & Date [insert number of bidding process]

Tc [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 SCC, with respect to the Goods offered by the above firm. We hereby submit that we will provide the goods offered and relevant spare parts alongwith services as per requirement.

Mr. [insert name of authorized representative of the Manufacturer] are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific NIB. 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 NIB.

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]

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

Date on [insert date of signing]

Schedule - 3 Deviations from Technical Specification

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

<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 the remaining scope and specifications contained in the Bid document.

Signature of authorized representative

[Stamp]

Approved in:

Period:

[Stamp]

[Stamp]
Section – (f)

General Conditions of the Contract (GCC)
&
Special Conditions of the Contract (SCC)
Tenders should read these conditions carefully and strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the direction given in the tender notice.
2. Tenders for bonafide dealers - Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SR FOR-L 11 (copy enclosed)
3. Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the Purchase Officer and such change shall not relieve any former member of the firm, etc. from any liability under the contract.
4. 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 its terms, conditions & deposit with the Purchase Officer a written agreement to this effect. The contractors to accept acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
5. Sales Tax Registration & Clearance Certificate: No Dealer who has not registered under the Sales Tax 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.
6. 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 tender without which tender may not be considered.
7. Tender forms shall be filled in ink or types. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
8. Rate shall be written both in words and figures. There shall be no errors or over/under writings. Corrections if any, should be made clearly and initialed with dates.
10. All rates quoted must be for ex-works destination and should include all incidental charges except Octroi, Central/Rajasthan Sales Tax which should be shown separately.
11. 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 official 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 alongwith the supply order.
12. 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 included.
13. While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
14. Price Preference - Purchase and Price preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.15(BFD)/G&R/2013, dt. 19.11.2015 - Published in Gazette Extraordinary, Pt. IV (C)(II), dt. 14.07.2016
15. All tender forms shall be kept valid for a period of 50 days from the date of opening of tender.
16. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make & drawings etc. of the goods to be supplied. If it 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.
17. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
18. All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and where-ever articles have been required according to S1 Specifications, those articles should conform strictly to those specifications and should bear such marks.
19. The supply of articles marked with asterisk at serial number shall, in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples. if any shall be final and binding on the tenderers.
20. Warranty/Guarantee clause: The tenderer shall provide the guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of (As per SCC) from the date of delivery of the said goods/stores/articles to be purchased that notwithstanding the fact that the purchaser may have inspected and/ or approved the goods/stores/articles, if during the aforesaid period of ___days/months, the said goods/stores/articles be discovered not to conform to the description & quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final & conclusive), the purchaser shall be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description & quality, on such rejection the goods/stores/stores will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The tenderer shall if such occasion arise to do, replace the goods etc. 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 herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
21. If in case of machinery and equipment also, guarantee will be given as mentioned in clause (ii) above and the tenderer shall during the guarantee period replace the parts if any and 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.
22. In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying-out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
23. 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 afterwards as may be decided.
(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
24. Samples: Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by mail etc. should be dispatched freight paid & the RPO or GI should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polyethylene bags at the cost of the tenderer. Each samples shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
Approved a samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. Each sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples.

The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.

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.

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

Draft of Samples - In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

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 up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

Rejection -
(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.

(ii) If, however, due to exigencies of Government work such as replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall, for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

The rejected articles shall be removed by the tenderer within 21 days of intimation or rejection, after which the Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and cost.

The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail & road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss & shortage found at the checking/inpection of the materials by the consignee. No extra cost on such account shall be admissible.

The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

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

Delivery Period - The tenderer whose tender is accepted shall arrange supplies within a period of ______ days from the date of supply order парти as under:- (As per SSC)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Quantity</th>
<th>Delivery Period</th>
</tr>
</thead>
</table>

(iii) Extent of quantity - Repeat Orders: If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply. Repeat Orders may also be placed on the rates and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do for the balance supply by limited tender or otherwise as the extra cost incurred shall be recoverable from the tenderer.

(iv) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

"Earnest Money" - "See amendment sheet at page - 12"

(a) Tender shall be accompanied by an earnest money of Rs. 11700/- without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of Superintending Engineer (Central Store) Ground Water Department, Jodhpur in the office of the S.E. (Central Store), GWD, Jodhpur in Physical Form before the date and time for closing of the submission of EMD and other fees.

(b) Cash through Telegraph Challan deposited under head: 8443 - Civil Deposits - 103 – Security Deposits.

(c) Bank Drafts/Bankers cheque of the scheduled Bank.

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

2. Partial exemption from Earnest Money -

(a) The Micro, Small and Medium Enterprises situated in Rajasthan registered with the Director of Industries, Rajasthan, Jaipur shall make payment of bid security @ 0.5% 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 4 with an affidavit in the format mentioned in appendix 'B' at Sr. No. 7(6). If the affidavit is furnished in another format, the same shall be required to be furnished in proper format before opening of price bid otherwise price bid shall not be opened.

(b) In case of Micro, Small and Medium Enterprises situated in Rajasthan, the bidder shall submit an undertaking in respect of the production capacity of the items to be supplied or any other such evidence along with the Bid in the form given at Sr. No. 8(6) of appendix 'B'.

(c) The registration certificate as per GCC 59(2a) above shall be for manufacturing of Bids item.

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

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

4. Earnest money/Security deposit lying with the Department/Office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however be taken into consideration in case tenders are re-invited.

Forfeiture of earnest money - The tenderer will have to execute the bond in 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 to him.

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

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

(iv) The bond in Form 17 should be executed by the tenderer within 15 days from issuance of order. If the bond is not executed within the prescribed time, the tenderer is liable to pay the security amount.

(v) Performance Security for the micro, small and medium enterprises of Rajasthan State shall be 6% of the amount of the quantity ordered for supply of goods.

Performance Security - Against the amount in full or part may be forfeited in the following cases -

(a) If the tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.

(b) When the tenderer does not execute the agreement if any, prescribed within the specified time.

(c) When the tenderer does not deposit the security money after the supply order is given.

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

Agreement and Security Deposit / Performance Security -

(i) Successful tenderer will have to execute the bond in 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 to him.

(ii) No interest will be paid by the department on the security deposit money.

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

(iv) The form of security money shall be as below:-


3. National Saving Certificate, Defence Saving Certificates, Kisan Vikas Patras or any other scrip/memorandum under National Savings Scheme for promotion of small savings. If the same can be pledged. Those certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no defects outstanding against the tenderer.

Forfeiture of Security Deposit - Security amount in full or part may be forfeited in the following cases -

(a) When the tenderer fails to make complete supply satisfactorily.
c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

31 (d) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped copy of the agreement.

32. i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to pay the freight together with deparmental charges 5% of the freight will be recovered from the supplier's bill.

ii) R/R should be sent under Registered cover through Bank only.

iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.

iv) Remittance charges on payment made shall be borne by the tenderer.

33 Insurance:

(i) The goods will be delivered at the destination godowns in perfect condition. The supplier, if so desires, may insure the valuable goods against loss by theft, damage, or damage by fire, flood, or other exposure to whether or otherwise viz. (war, rebellion, riot etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.

(ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with "Life Insurance Corp. of India or its subsidiaries".

34 Payments:

(i) Advance payment will not be made except in rare & special cases. In case of advance payment being made, it will be against proof of dispatch & to the extent, as prescribed in financial powers by rail/reputed goods transport companies etc., and prior inspection, if any. The balance, if any will be paid on receipt of consignment in good condition with the certificate to that effect endorsed on the inspection note given to the tenderer.

(ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GFR & all remittance charges will be borne by the tenderer.

(iii) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

(iv) Payment in cash of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specifications.

35. i) The time specified for delivery in the tender form shall be deemed to be essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the form order from the Purchasing Officer.

ii) Liquidated Damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply.

1) (a) Delay up to one-fourth period of the prescribed delivery period. 25%

(b) Delay exceeding one fourth but not exceeding half of the prescribed period. 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed period. 17.5%

(d) Delay exceeding three fourth of the prescribed period. 10%

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

3) The maximum amount of liquidated damages shall be 10%.

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

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

36 Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles & in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37 Tenderer's must make their own arrangements to obtain import license, if necessary.

38. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. If any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.

39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest. reject any tender without arranging any reasons & accept tender for all or any one of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

40. The tenderer shall furnish the following documents at the time of execution of agreement:

i) Attested copy of Partnership Deed in case of Partnership Firms.

ii) Registration Number & year of registration in case of partnership firm is registered with Registrar of Firms.

iii) Address of residence and office; telephone number in case of sole proprietorship.

iv) Registration issued by Registrar of Companies in case of Company.

41. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

SIGNATURE OF TENDERER

AMENDMENT SHEET

1. Purchasing and price preference in procurement from Micro, Small and medium enterprises situated in Rajasthan and cost of bidding document, bid security and performance security to the such enterprises will be given as per Notification No. F.1(8)/(F)GD/GFRAR/2012. dt. 19.11.2015. - Published in Gazette Extraordinary, Pt IV (C)(ii). dt. 19 11 2015. Some of the important points of the notification are as under:

2. Clause 1 Additional Guidelines:

i) All the tenders are invited "by double cover (double Part) system"

ii) The Bid document may be purchased from the office and may also be downloaded from the website http://oppo.rajasthan.gov.in/.

iii) However, the bid document is to be paid separately for such downloaded bid documents before the closing date and time for submission of the tender.

iv) The first cover may be marked as 'Technical Bid' that contains 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 licenses, financial status and capacity and any other information considered relevant for "pre qualification" of the tenderer.

v) The second cover marked as "Financial Bid" shall contain price quotation.

vi) The first cover will be opened first.

vii) The second cover containing price quotation will be opened only after the tenderer found to be qualified to execute the tender.

vc) Tender Document Fee, and EMD is required to be deposited in Physical box before the closing date and time for submission of the tender without which submitted tenders of such tenderers will not be accepted.

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

I, [Name], a bona fide Manufacturer/Fabricator/Whole Seller/Distributor/Authorised Dealer/Sole Selling Agent/Marketing Agent in the goods/ store/equipment for which I have tendered,

I declare that I am/we are bona fide Manufacturer/Fabricator/Whole Seller/Distributor/Authorised Dealer/Sole Selling Agent/Marketing Agent in the goods/ store/equipment for which I 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 if any to the extent accepted may be cancelled.

SIGNATURE OF TENDERER

[Signature]

[Stamp]

[16/08/2018]
GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JODHPUR.

TENDER FORM

I. Tender for ...................................................

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

III. Address to ..............................................

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 there in).

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>
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<tr>
<td>2.</td>
<td></td>
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</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/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 ........................................... . The period can be extended with mutual agreement.

X. Bank Draft/Bankers Cheque No. ........................................... dated ........................................ drawn on (Name of the Bank) ........................................... Cheque No. & Date ...........................................

XI. ........ for Rs. ........................................... to cover Earnest Money is enclosed.

XII. The GST Registration Number & Sales Tax Clearance Certificate are submitted herewith.

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

Ends: ........................................................

SIGNATURE OF TENDERER

[Signature]

[Stamp]

[Date]
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 super scripted "Tender Notice No. __________ Item No. ___________ due on ___________. The canvassing envelope in it 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 Officer concerned should be submitted
      (iii) All the forms, Schedules, Appendix, Annexures, Affidavit, Undertakings as per applicability for a Bidder duly filed 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.
      (iv) The detailed information as per note below

   **NOTE:**
   (a) 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:** To be marked as "Financial Bid"

   (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 NSIC/SSI/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-66)

1. An agreement made this ________ day of ________ between __________ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors & administrators of the one part & the Government of the state of Rajasthan (hereinafter called "the Government") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the ________ of the state of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column ________ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs ________ with the Government in the manner set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract.

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 appended the approved supplier will duly 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 executing this agreement.
   (3) Letter Nos. __________ received from tender & letters Nos. __________ issued by the Government & appended to this agreement shall also from part of this agreement.
   (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observed & 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.
   4(b) The mode of payment will be as specified below

   1. __________
   2. __________
   3. __________

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

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of articles 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 - 7.5%
   (d) Delay exceeding three-fourth of the prescribed delivery period - 10%

   Note: (i) Fraction of day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
   (ii) The maximum amount of agreed liquidated damages shall be 10%.
   (iii) If the supplier required an extension of 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. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond control of the tenderer.

   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)

Superscript Engineer Central State Govt.
Special Terms and Conditions
Or
Special Conditions of Contract

(SEC)
SPECIAL TERMS AND CONDITIONS / SPECIAL CONDITIONS OF CONTRACT (S.C.C)  

1. PRICES: 
   i) The rates quoted must be for delivery at Consignee Store inclusive of packing, forwarding, loading, unloading, transportation, insurance charges, in form SR-15. Please note that amount 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 spare 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 valuation for defining 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 the 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 rates quoted shall remain firm and fixed.

1.1 GST: GST Registration should be mandatory for tenderer and tenderers 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 conditional discount, the same shall be counted without considering any condition and such tenderer shall be bound for allowing the discount offers.

3. PERIOD OF RATE CONTRACT: One year from the date of issuance of the R.C letter for DTH Hammers, 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.O.s): 
   a. The Executive Engineer(s), G.W.D., Jodhpur/Pali/Bargarh/Jaipur/Bikaner/Awar/Udaipur/Dungarpur/Kota shall be the D.D.O’s to operate the ARC.
   b. The Superintending Engineer, G.W.D., Jodhpur/Jaipur/Udaipur and Central Store-Jodhpur shall also be the D.D.O. to operate the ARC.
   c. The D.D.O shall issue Purchase Order (P.O) for minimum one no. of hammer.
   d. An authorization letter for purchase of particular quantity of goods against the R.C will be issued by the office of the SE(CS), G.W.D. Jodhpur to the DDO concerned against their justified requirement and copy will be endorsed to the supplier firm. The supplier firm will ensure that the P.O. placed by the DDC as per authorization and if any discrepancy found same may be reported to the DDO and to the Office of the SE(CS), G.W.D., Jodhpur and supply should not be executed unless P.O. is sanctioned. If any supply executed without the DDO approval, the DDO will be held responsible.
   e. 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 R/C and DDO will ensure the receipt of the PO by the supplier on the date of issuance of PO by any means i.e through email / fax and same will be sent through speed post.
   f. Any type of discrepancy or defect in the P.O. issued by the DDO(s) will be reported by the DDO within 7 days from the date of issuance of the PO.
   g. All the Executive Engineers as DDO will be the consignee for the ordered material and quantity ordered by themselves or as declared by the SE concerned as DDO. The material will have to be accordingly delivered in the office of the consignee as declared in the P.O.
   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 office of the SE (CS), G.W.D., Jodhpur, The Executive Engineer(s), G.W.D., Jodhpur/Pali/Bargarh/Jaipur/Bikaner/Awar/Udaipur/Dungarpur/Kota and will be defined in the PO issued by the DDO.

8. CONSIGNES: The consignee will be office of the SE (CS), G.W.D., Jodhpur, The Executive Engineer(s), G.W.D., Jodhpur/Pali/Bargarh/Jaipur/Bikaner/Awar/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 Purchase Order (P.O). The period involved in inspection is included in the stipulated Delivery Period. The delivery price for the supply 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: REPEAT ORDER: This shall be in accordance with GCC clause No. 28.(d) and 28.(n). Quantity can be increased up to 25% of quantity originally purchased.

11. SUPPLY ON TRIAL 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. 15 of GCC.
   b. The inspection will also be carried out at the consignee premises by the authorized representative(s) of the D.D.O.
   c. The D.D.O may also get testing of material supplied, in laboratory, for final acceptance.
   d. The tenderer will have to replace the material which is rejected during inspection.

13. PAYMENT TERM & PAYING OFFICER: 100% value of stores will normally be paid by the Executive Engineer concerned within 30 days from the date of receipt of material in good condition. Paying officers are SE (CS), G.W.D., Jodhpur, The Executive Engineer(s), G.W.D., Jodhpur/Pali/Bargarh/Jaipur/Bikaner/Awar/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, it is considered that the quantity of the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, 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., (all the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be negotiation. In case of purchase preference to state enterprises parallel rate contract will be concluded as per GCC 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 amounting to Rs. 117000/- is to be deposited as per clause No. 29 of GCC in prescribed form. Tenderer without earnest money shall not be accepted.

17. TENDERS BY NON-AUTHORIZED / MANUFACTURERS: Tenders shall be given only by the Manufacturer / Authorized whole seller / Authorized distributor / Authorized dealer of DTH hammers. They shall, therefore, furnish a declaration in the form SR-11. Tenderer other than the manufacturer shall also furnish manufacturer’s authorization in prescribed format Schedule 2 (2.2) without which offer will be rejected.

18. FULLERING OF DETAILS OF MANUFACTURER: 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 data sheets and detailed drawing of the hammer indicating name of the part and part no.
20. **GUARANTEE/WARRANTY:**

(i) The Hammer should give a guaranteed performance as indicated in the technical specification. It should be in accordance with clause 14 GGC. The tenderer shall have to furnish a Guarantee certificate issued by the manufacturer for each hammer.

(ii) Under guarantee period any failure of spare parts of Hammer/Hammer itself shall be either repaired or defective spare shall be replaced by new one within 21 days from the date of intimation letter to the tenderer. The tenderer will arrange lifting of the defective goods at their own level, however if the defective goods are to be dispatched by the DDO they will dispatch it through reputed courier / transporter on to pay taxes or expenditure incurred in the dispatch will be deducted from the payment of the firm by the DDO. The period involved in transport of defective goods are included in 21 days i.e. Period of replacement / repair of the defective goods. If the defective goods are replaced after 21 days Rs. 500/- for delay of each week (7 days) will be deducted from the payment of the firm along with forfeiture of SD. In case of failure of performance by the supplier as per terms and condition of the contract the relevant amount will be deducted from Performance Guarantee and/or it may be failed fully along with other action which includes debarment of the supplier.

(iii) It is the responsibility of the DDO to ensure guaranteed performance of the supplied goods.

21. **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. 50/- in the form SR-17 (copy enclosed) and furnish the requisite security deposit.

22. **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.

23. **DISPUTES:** If any dispute arises out of 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.
AFFIDAVAT
(Stamp Rs. 50/-)

Ident Address is Proprietor / Partner/Director of __________________________ do hereby solemnly affirm and declare that:

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

(b) My/Our enterprise is regularly manufacturing the above item.

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

Signature of Proprietor / Director

Authorized Signatory with Rubber Stamp and date

VERIFICATION

I, __________________________ Proprietor of M/s __________________________ verify and confirm that the contents as (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

[Signature]

[Stamp: ...]
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm</td>
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<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Telephone No.</td>
<td></td>
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<tr>
<td>a) Office</td>
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<tr>
<td>b) Residence</td>
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<td>c) Factory</td>
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<td>d) Fax</td>
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<td>e) Email</td>
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<td>In case of Private Limited Co.</td>
<td></td>
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<tr>
<td>Whether articles of association and Memorandum enclosed or not</td>
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<tr>
<td>List of present directors along with their current &amp; permanent address</td>
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<tr>
<td>enclosed or not</td>
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<tr>
<td>In case of Partnership firm</td>
<td></td>
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<tr>
<td>Whether copy of partnership deed in case of partnership firm along with their address enclosed or not</td>
<td></td>
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<tr>
<td>Name of authorised power of attorney holder</td>
<td></td>
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<tr>
<td>Address</td>
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<td>Telephone No.</td>
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<td>Residence</td>
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<td>Office</td>
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<td>In case of Limited Company</td>
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<tr>
<td>Whether power of attorney duly attested by Public Notary on non-judicial stamp paper authorising the signature to submit the Bid and letters to sign the contract and other documents enclosed</td>
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<tr>
<td>Resolution of Board of Directors in favour of power of attorney</td>
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<tr>
<td>enclosed or not</td>
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<tr>
<td>In case of partnership firm whether power of attorney duly signed by all parties enclosed or not</td>
<td></td>
</tr>
<tr>
<td>Copy of Bid document duly signed in duplicate to be enclosed</td>
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<tr>
<td>Bid security</td>
<td></td>
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<tr>
<td>Amount Deposited</td>
<td></td>
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<tr>
<td>Form of Deposit (mention No. &amp; Date)</td>
<td></td>
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<tr>
<td>Registration certificate</td>
<td></td>
</tr>
<tr>
<td>i) Whether manufacturing unit is outside Rajasthan/ Inside Rajasthan</td>
<td></td>
</tr>
<tr>
<td>ii) Whether Micro, Small and Medium Enterprises situated in Rajasthan or Large unit</td>
<td></td>
</tr>
<tr>
<td>iii) If Micro, Small and Medium Enterprises situated in Rajasthan enclosed crated copy of registration certificate issued by Director of Industries, Rajasthan</td>
<td></td>
</tr>
<tr>
<td>&quot;It is certified that Micro was inspected by on dated and facts mentioned by the enterprise are 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 19, 2016. This certificate is valid for one year from the date of its issue.&quot;</td>
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<tr>
<td>Office Seal</td>
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<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>(Full Name of the officer)</td>
<td></td>
</tr>
<tr>
<td>General Manager, District Industries Centre</td>
<td></td>
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<tr>
<td>Rubber Seal/Stamp</td>
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<tr>
<td>iv) If Micro, Small and Medium Enterprises situated in Rajasthan. Please also enclose an attested copy of a notification of EMI in an affidavit as per para 3.2 (a) in the format as per Appendix A</td>
<td></td>
</tr>
<tr>
<td>v) If Large or Medium, notarised/copy of registration under Factory act to be enclosed</td>
<td></td>
</tr>
<tr>
<td>(a) Whether micro, small enterprises situated in Rajasthan is owned by the member of SC/ST</td>
<td></td>
</tr>
<tr>
<td>(b) If answer of point no. (vi)(a) is yes please indicate caste category SC/ST</td>
<td></td>
</tr>
<tr>
<td>(c) If answer of point no. (vi)(a) is yes please submit the self-attested copy of the caste certificate of the owner of such micro, small enterprises of the State issued by the competent authority:</td>
<td></td>
</tr>
<tr>
<td>vi) Name of the owner, Caste certificate of the Owner enclosed at Pg. No.</td>
<td></td>
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<tr>
<td>Rs. ___ lacs</td>
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<td>Total production capacity per month (for information only) (please mention amount in lacs)</td>
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<tr>
<td>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</td>
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<td>following format:</td>
<td></td>
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<tr>
<td>Item 1</td>
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<td>Item 2</td>
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<td>Item 3</td>
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</table>
9 Please mention:
   a) Your GST Registration Number for location of manufacturing place
      Registration No. 
   b) Whether notarised copy of STCC valid at the time of opening of first envelope enclosed
      Copy enclosed at page No. .............
      Not enclosed
   c) Percentage rate of GST applicable on commodity.
      Copy enclosed at page No. .............
      Not enclosed

10 a) ISI marking licence 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

11 State whether all tests shall be carried out at the factory. If not, name the place or laboratory where such tests shall be arranged by the Bidder.
   Note: 11 will be applicable if there is such conditions in the tender.

12
   i) Date of establishment of unit/factory/ mill:
   ii) Type of Unit: Micro/Small/Medium/Large Scale Unit
   iii) Registration No.:
   iv) Registering Authority: Industries Deptt., Rajasthan/ Other State/ NSIC.
   v) Item for which registered:
   vi) Location of works (Address)/ Telephone No./ Fax No.
   vii) Production Capacity:
   viii) Offered Capacity:
   ix) Experience (in years)
APPLICATION: Valveless DTH Hammers are required for use on / DTH Drilling Rigs make: model Revathi CP/Ingersoll Rand/L&T/Schramm/ having deck mounted compressors 600 to 1100 CFM at 150 to 350psig. for drilling in formations viz : quartzites, granites, schists / gneisses, cherty limestone and sandstone etc.

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

TECHNICAL SPECIFICATIONS:

The technical parameters should be as under:

Hammer Series : 6" (150 mm)
O.D. of Hammer (Not more than) : 140 to 152 mm
Bore Hole dia Range (mm) : 150-200
Top sub-thread Connection : 2-7/8 " API reg. Pin up
Minimum guarantee (Drilling in mtrs.) : 3000 Mtrs.

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>
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<tbody>
<tr>
<td></td>
<td>Make</td>
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<td>1</td>
<td>Model</td>
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<td>2</td>
<td>Net weight without bit (kg.)</td>
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<td>3</td>
<td>Hammer length (with bit)</td>
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<td>4</td>
<td>i) Bit Closed/extended</td>
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<td>5</td>
<td>ii) Bit Extended</td>
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<tr>
<td>6</td>
<td>Bit dia range (mm):</td>
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<tr>
<td>7</td>
<td>i) Minimum</td>
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<tr>
<td>8</td>
<td>ii) Maximum</td>
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<tr>
<td>9</td>
<td>Outside diameter (mm)</td>
</tr>
<tr>
<td>10</td>
<td>Minimum guarantee drilling performance in mtrs.</td>
</tr>
</tbody>
</table>

The tenderer should ensure availability of spares from the manufacturer.

QUANTITY REQUIRED: 4 NOS.
Section - (h)
Annexure and Forms related to Rajasthan Transparency in Public Procurement (RTPP) Rules / Act
Annexure A

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 makes or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
(c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process.
(d) not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process.
(e) not indulge in any co-conspiracies including impairing or harming 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 debarment by any other procuring entity.

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

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

i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
a. have controlling partners / shareholders in common; or
b. receive or have received any directly or indirectly subsidize 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 put them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bid process, or
e. the Bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid, or
f. the Bidder or any of its affiliates participates 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 or 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 Superintending Engineer (Central Store), Ground Water Department, Rajasthan, Jaipur for procurement of [description of goods or services], in response to their notice inviting Bids No. [Bid No], we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we process the necessary professional, technical, financial and managerial resources and competence required by the Bid 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 Bid document.
3. I/we are not insolvent, in receivership, bankupt 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 drugs for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my / our professional conduct of the making of false statements of misrepresentations as to my / our qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rule and the Bidding Document, which materially affects fair competition.

Date
Place
Signature of bidder
Name
Designation
Address

[Signature]
[Stamp]
RTTP Rules: Grievance Redressed during Procurement Process

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

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

1. Filing an appeal

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose 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 this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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

(c) Every appeal may be presented to 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

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees one thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:

(i) hear all the parties to appeal present before him, and
(ii) peruse or inspect documents, relevant records or copies thereof related to the matter.

(c) After hearing the parties, personal inspection of documents and relevant records or copies thereof related to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

FORM No 1

[See rule 63]

Appeal No. ...................................................

Before the ........................................... (First/Second Appellate Authority)

1. Particulars of appellant

(i) Name of the appellant

(ii) Official address, if any

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy) or a statement of a decision, action or omission of the Procuring entity in contravention to the provisions of the Act by which appellant in aggrieved

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative

5. Number of affidavits and documents enclosed with the appeal;

6. Grounds of appeal .............................................................

(Supported by an affidavit)

7. Prayer...........................................................................

Place ..........................................................

Date ..........................................................

Appellant's Signature

Annexure C
1. Correction of arithmetical errors

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

(i) if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected, and

(iii) if there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited of 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 contract.

(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 procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
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. R/C No. & Date: ..............................................................
4. Period: From .........................................................to .....................

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Authorization issued by C/S</th>
<th>Purchase Order</th>
<th>Name of the item</th>
<th>Qty. ordered</th>
<th>Firm's Bill details</th>
<th>Material Received</th>
<th>Stipulated delivery date</th>
<th>Late delivery of materials</th>
<th>Details of LD charged</th>
<th>Period in days</th>
<th>Payment made</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Item</td>
<td>No.</td>
<td>Date</td>
<td>No.</td>
<td>Date</td>
<td>Amount (Rs.)</td>
<td>Name of item</td>
<td>Qty.</td>
<td>Date</td>
<td>Name of the item</td>
<td>Item &amp; Qty</td>
<td>Period in days</td>
</tr>
<tr>
<td>1</td>
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</tbody>
</table>

SIGNATURE OF DDO / AUTHORIZED SIGNATORY OF THE FIRM
GOVT. OF RAJASTHAN
STATEMENT TO BE FURNISHED BY DDO TO SE (C/S) 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:

1) There is no amount due against the firm except indicated in the quarterly statement and in point no. 3
2) The material received against above R/C was found satisfactory in performance.
3) 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. not supplied</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</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 ........... 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; Amt.</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>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>
GOVT. OF RAJASTHAN
CONTRACT COMPLETION REPORT

1. Name of the firm: .................................................................
2. Name of the item: .................................................................
3. R/C No. & Date: .................................................................
4. Name of DDO: .................................................................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Purchase Order No. &amp; Date</th>
<th>Ordered Qty.</th>
<th>Material Received</th>
<th>Material remained unsupplied</th>
<th>LD mm. recovered as per NIC</th>
<th>Actual LD Charges</th>
<th>Pending Payment</th>
<th>Recovery against firm (if any)</th>
<th>Remarks/Comments of DDO about performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

AUTHORIZED SIGNATORY OF THE FIRM WITH SEAL

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>Requirement as per Bid Conditions / specifications</th>
<th>Submission of documents / fulfillment of the terms / conditions / specifications / qualification / eligibility criteria by M's.</th>
<th>Status of Submission</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>e - tender / Physical Tender</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>ITB 6.11</td>
<td>Purchase / downloading of Bid Document</td>
<td>Purchased / downloaded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>Bid Document Fee - deposition - Rs.</td>
<td>Deposited / Not Deposited&lt;br&gt;(DD No. / CR No. / Date and date / time of deposit in the office)&lt;br&gt;(for MSME units of Rajasthan)</td>
<td></td>
<td>For physical tender only</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>e - tender processing Fee deposition - Rs.</td>
<td>Deposited / Not Deposited&lt;br&gt;(DD No. / CR No. / Date and date / time of deposit in the office)</td>
<td></td>
<td>For e tender only</td>
</tr>
<tr>
<td>5.</td>
<td>ITB 6.12</td>
<td>Period of validity of Bid</td>
<td>90 days</td>
<td></td>
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</tr>
<tr>
<td>6.</td>
<td>ITB 6.13, 7.2 (b)</td>
<td>Bid Submission and submission of prequalification 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>
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</tr>
<tr>
<td>8.</td>
<td>ITB 6.10.1</td>
<td>Bid Security / EMD deposition (properly in favour of as required)</td>
<td>Rs. &lt;br&gt;………… &amp; Rs. &lt;br&gt;………… for MSME Units of Rajasthan Deposited / Not Deposited&lt;br&gt;(DD No. / CR No. / Date and date / time of deposit in the office)</td>
<td></td>
<td>Note: To be submitted in envelope related to technical bid documents in case of Physical tender. To be deposited physically before the schedule time for closing of submission in case of e-tender</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</td>
<td>GST Registration No.</td>
<td></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>Manufacturers / Dealer / etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>(SR - 11)</td>
<td>Submission of document (GR - 11 or any other) in support to declare type of Bidder</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: To be submitted in envelope related to technical bid documents in case of Physical tender. To be deposited physically before the schedule time for closing of submission in case of e-tender.
<p>| | | | | | | |</p>
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</thead>
<tbody>
<tr>
<td>14</td>
<td>ITB 9.6.2</td>
<td>Name and detailed address of the manufacturer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>(ITB 9.13, BDS)</td>
<td>Deviation in delivery schedule</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>16</td>
<td></td>
<td>Deviation in payment schedule</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>Availability of spare parts and aftersales services (ITB 9.13, BDS)</td>
<td>Not Applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>Deviation in guarantee / Warranty</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>(ITB 9.12, BDS)</td>
<td>Deviation in validity period of Rates</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>ITB 7.2 (c) App. - 1</td>
<td>Power of attorney in case of limited/partnership firm</td>
<td>Furnished / not furnished (on Rs. 100/- stamp duly notarized)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>ITB 7.2 (d) Appendix - 2</td>
<td>Tender Form and Schedule - 1</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>ITB 7.2 (e) App. - 3</td>
<td>Undertaking by the tenderer for modifications/deviations to Conditions of Contract / Technical Specifications no price information is indicated in Envelope 1</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>ITB 7.2 (f) Appendix - 4</td>
<td>Read, understand all the T&amp;C given in the tender document, including addenda issued by the Department and the same are acceptable without any deviations</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>ITB 7.3 (g) App. - 5</td>
<td>Declaration under the Official Secret</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>ITB 7.2 (h) Appendix - 6</td>
<td>Declaration by the bidder under section 6 of RTPP Act</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>ITB 6.5</td>
<td>Price variation</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>ITB 6.9</td>
<td>Joint Venture</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>ITB 7.2 (i)</td>
<td>Undertakings and deviations for tender specification as per schedule 3</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>ITB 7.2 (l)</td>
<td>Pre-Qualification schedules as required along with supporting documents consisting of Schedule-2</td>
<td>Submission of Schedule - 2</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Submission of supporting documents</td>
<td>Furnished / not furnished</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Appendix - B</td>
<td>Submission of Appendix - B</td>
<td>Submitted / Not Submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the tenderer
### Technical Specifications

<table>
<thead>
<tr>
<th>Description</th>
<th>Specification/Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission of Test Certificate, drawing, leaflet/pamphlet etc.</td>
<td>Submission of Test Certificate</td>
</tr>
<tr>
<td>Offered Products and their dimensions/results of technical parameters</td>
<td>Name of the item: DTH Hammers 6&quot; (150mm) series - suitable for use of DTH Button Bits Mission - 6</td>
</tr>
<tr>
<td>Make</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Net weight without bit (kg)</td>
<td>Maximum</td>
</tr>
<tr>
<td>Bit dia range (mm)</td>
<td>Minimum</td>
</tr>
<tr>
<td>Outside diameter (mm)</td>
<td></td>
</tr>
<tr>
<td>Minimum guarantee drilling performance in mtrs.</td>
<td>3000 mtrs.</td>
</tr>
</tbody>
</table>

### Eligibility Criteria

- Any manufacturer/fabricators/whole seller/distributor/authorized dealer/sales agent/marketing 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.

### 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.

- copies of the documents about supply DTH Hammer of 6" or above series for a qty. 5 Nos. in last 5 years.
- copies of the satisfactory performance report for at least 2 hammers from the user - any govt., deptt./govt. undertaking

#### Other Criteria

- Deposited Bid Document fee
- Deposited e-tender processing fee
- Deposited EMD

### Applicability of GST 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 %)

Any type of deviation from the tender conditions/technical specifications/ clauses/terms

Signature of the tenderer
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 / fulfillment 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