

GOVERNMENT OF RAJASTHAN

BID DOCUMENT

FOR

**Procurement of MS Pipes Medium Class 100 , 125 & 150 mm NB
(Screwed and Socketed) as per IS 1239 : 2004 (Part - I & II) (Amended
up to date)**



NIT No. ET-1 /GWD/CST/2018 - 19 ITEM NO.2

**CHIEF ENGINEER
GROUND WATER DEPARTMENT
JODHPUR**

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APRIL 2018

**GROUND WATER DEPARTMENT
JODHPUR**
BID PAPERS FOR RATE CONTRACTS FOR THE YEAR 2018 - 19
FOR

**PROCUREMENT OF ISI MARKED MS PIPES, MEDIUM CLASS 100 , 125 &
150 mm NB (Screwed and Socketed) as per IS 1239 : 2004 (Part - I &
II) (Amended upto date)**

1.	Last Date & time for download of Bid document	:	10.05.2018 (up to 13:00 Hours)
2.	Last Date & Time for Online submission of Bid	:	10.05.2018 (up to 13:00 Hours)
3.	Last Date & time of submission of Bid cost, Bid processing fee and Bid Security and important documents mentioned in the bid form.	:	10.05.2018 (up to 13:00 Hours)
4.	Date of Online Opening of Bid	:	10.05.2018 (AT 15:30 Hours)

Office of
Chief Engineer
Ground Water Department
New Power House Road,
Jodhpur.

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**OFFICE OF CHIEF ENGINEER,
GROUND WATER DEPARTMENT, JODHPUR**

Ph. 0291 – 2431942 / 2432765 website <http://phedwater.rajasthan.gov.in> GSTIN:08JDHSO1576B1D5
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**BID DOCUMENT FOR PROCUREMENT OF MS PIPES , MEDIUM CLASS SIZE
100, 125 & 150 mm NB AS PER IS 1239 (Part I & II): 2004 (Amended upto date)**

NIT NO. & DATE	:	ET-1/CST/GWD/JU/2018-19 ITEM NO. 2
LAST DATE AND TIME FOR DOWNLOAD OF BID DOCUMENTS	:	10.05.2018 up to 13:00 Hours
LAST DATE & TIME OF ONLINE SUBMISSION	:	10.05.2018 (Up to 13:00 Hours)
ONLINE OPENING DATE & TIME FOR TECHNICAL BIDS	:	10.05.2018 (at 15:30 Hours)
ONLINE OPENING DATE & TIME FOR PRICE BID	:	Will be intimated to qualifying Bidders after technical evaluation.
ESTIMATED COST	:	Rs. 101.00 Lacs
BID SECURITY	1	For units other than Micro, Small and Medium Enterprises situated in Rajasthan Rs. 2,02,000/- (2% of estimated tender value).
	2	Sick industries (other than Micro, Small and Medium Enterprises situated in Rajasthan) Rs. 1,01,000/- (1% of estimated tender value).
	3	For Micro, Small and Medium Enterprises situated in Rajasthan Rs. 50,500/- (1/2 % of estimated tender value).
COST OF BID FORM	:	Rs 1000 (Rs One thousand) for other than Micro, Small and Medium Enterprises situated in Rajasthan and Rs.500 (Rs. Five Hundred) for Micro, Small and Medium Enterprises situated in Rajasthan, DD No.....Dt.....
BID PROCESSING FEE	:	Rs 1000.00 in favour of MD, RISL in the form of DD only .

IMPORTANT

- PLEASE READ DOCUMENT VERY CAREFULLY.
- PLEASE SAVE TIME & DO NOT QUOTE ANY CONDITION AT VARIANCE FROM BID DOCUMENT.
- NO OTHER COVERING LETTER BE ENCLOSED.
- PLEASE DO NOT WRITE ANY THING AGAINST ANY CLAUSE. ONLY FILL INFORMATION WHEREVER REQUIRED AS IN APPENDIX 'A', APPENDIX 'B', OF OFFICIAL BID DOCUMENT. IF MORE SPACE IS REQUIRED FOR SUBMISSION OF INFORMATIONS RELATED TO YOUR BID, YOU MAY COPY THE PERFORMA & ATTACH DULY FILLED.

5. PLEASE QUOTE RATE IN PRICE SCHEDULE BASED ON DEPARTMENTAL TERMS AND CONDITIONS IN ELECTRONIC FORMATE.
6. PLEASE DO NOT ATTACH ANY OTHER DOCUMENT EXCEPT SPECIFICALLY ASKED FOR.
7. CONDITIONAL TENDERS WILL NOT BE CONSIDERED AND WILL BE REJECTED OUTRIGHTLY.

NIB For Web Site

**OFFICE OF THE CHIEF ENGINEER
GROUND WATER DEPARTMENT, NEW POWER HOUSE ROAD, JODHPUR**

.0291 – 2431942 / 2432765 website <http://phedwater.rajasthan.gov.in> GSTIN:08JDHSO1576B1D5
mail – secsgwdjpr@gmail.com/chiefgwd3@gmail.com

TENDER NO. ET – 1/GWD/CST/2018 – 19 DTD. 03.04.2018

NOTICE INVITING BID

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

2. **GENERAL DETAILS OF WORKS / GOODS / SERVICES:-**

I. N.	Particulars of the tendered work	Estimated Tender Value (Rs. In Lakhs)	EMD (in Rs.)	Tender Document Fee	e – Tender Processing Fee	Last Date & time for online availability and submission of the bid document	Last Date of submission of Tender Fee, e – tender processing Fee & EMD in Physical form	Date of online opening of Technical Bids
1	Rate Contract for Supply of DTH Button Bits of various sizes	30.35	60700/-	1000/-	500/-	21.05.2018 upto 13:00 Hrs.	21.05.2018 upto 13:00 Hrs.	21.05.2018 at 15:30 Hrs.
2	Rate Contract for Supply of MS Pipes size 150, 125 & 100 mm NB as per IS:1239 (Amended upto date)	101.00	202000/-	1000/-	1000/-	10.05.2018 upto 13:00 Hrs.	10.05.2018 upto 13:00 Hrs.	10.05.2018 at 15:30 Hrs.

3. The cost of the tender document (Bid Document Fee) as mentioned against each item is to be paid in Cash/DD in the name of “SUPERINTENDING ENGINEER, (CENTRAL STORE) GWD, JODHPUR” in the manner as prescribed in the tender document and the e – tender Processing Fee is to be paid in DD in the name of “Managing Director, RISL payable at Jaipur”
4. **Instructions to Bidders for online e-tendering :**
- The bidders who are interested in bidding can download the tender documents from <http://eproc.rajasthan.gov.in>
 - The bidders who wish to participate in the tenders will have to register on <http://eproc.rajasthan.gov.in> Further, bidders who wish to participate will have to procure Digital Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids.
 - Bidder shall submit their offer on-line in Electronic format on above mentioned web site and the date mentioned here in above.
5. Online submission of tenders will be opened on the scheduled date at specified time mentioned above in the table by the tender opening committee in the OFFICE OF THE SUPERINTENDING ENGINEER (CENTRAL STORE), GWD, JODHPUR
6. Before electronically submitting the tenders, it should be ensured that all the tender papers including the conditions of the contract are digitally signed by the tenderer
7. 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 of nationalized / scheduled bank in the name of “SUPERINTENDING ENGINEER (CENTRAL STORE), GWD, JODHPUR”.
8. No conditional tenders shall be accepted and will be rejected summarily forthwith.
9. The department will not be responsible for any delay on account of late submission of tenders.
10. All pages and schedules of tender documents shall be essentially filled in (wherever required) and shall be signed by the tenderer.
11. The deptt. is not bound to accept the lowest tender, and reserves the right to reject any or all the tenders received without assigning any reason.
12. No refund of tender fees is claimable for tenders not accepted or forms not submitted.
13. All the conditions shall be prevailing as detailed out in the departmental tender document (in the respective sections/volumes)
14. **No tenders will be accepted in physical forms.**

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

CE, GWD, Ju. FA. GWD, Ju. SE(C/S), GWD, Ju. SHG, GWD, Ju.

Signature of the Bidder

**CHIEF ENGINEER,
GWD, JODHPUR**

CE, GWD, Ju.

FA. GWD, Ju.

SE(C/S), GWD, Ju.

SHG, GWD, Ju.

Signature of the Bidder

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tkS/kiqj**

nwjHkk" k 0291&2432765@2431942] QSDLk& 0291 & 2631295 @2431942-sgwdjdpr@gmail.com
/chiefgwd3@gmail.com, website <http://phedwater.rajasthan.gov.in> GSTIN:08JDHSO1576B1D5

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1	fofHkUu lkbZt ds Mh- Vh- ,p-cVu fcV~l dh vkiqfrZ gsrq nj lafonk	1000/-	500/-	60700/-	21.05.2018 upto 1.00 pm	21.05.2018 upto 1.00 pm	21.05.2018 upto 3.30 pm	
2	,e- ,l- ikbZi lkbZt 150]125 rFkk 100 eh- eh- ,u- ch- Hkkjrh; ekud ¼vkbZ- ,l-½ 1239 ¼v ru la'kksf/kr½ ds vuq#i dh vkiqfrZ gsrq nj lafonk A	1000/-	1000/-	202000/-	10.05.2018 upto 1.00 pm	10.05.2018 upto 1.00 pm	10.05.2018 upto 3.30 pm	

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Signature of the Bidder

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PART-'A'- (1)

**OFFICE OF CHIEF ENGINEER
GROUND WATER DEPARTMENT, NEW POWER HOUSE ROAD, JODHPUR
RAJASTHAN
TERMS & CONDITIONS OF THE BID FOR PROCUREMENT OF M.S. PIPES,
MEDIUM CLASS SIZE 100,125 & 150 mm NB as per IS:1239 (Part I &
II) : 2004 (AMENDED UPTO DATE)**

1. GENERAL INSTRUCTIONS TO THE BIDDER

1.0 These directions shall be read very carefully by Bidder(s) while filing their quotation/Bid.

- (a) The bidders who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in>
- (b) Bidders who wish to participate in this Bid will have to register on <http://eproc.rajasthan.gov.in> Further bidders who wish to participate in online Bids will have to procure digital certificate as per information technology act 2000 to digitally sign their electronic bids.
- (c) Bidders shall submit their offer online in electronic format on above mentioned website to time and date mentioned in the NIB & Tender Documents.

1.1 Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, Bid fees, processing fees, Bid Security in the form of DD shall have to be deposited physically in the office of SE (C/S) , GWD, Jodhpur upto 1.00 pm of 10.05.2018. All original papers Duly notarized related to eligibility of firm e.g. Appendix A, valid BIS licence, GST registration certificate, Specific Power of Attorney, Affidavit of being Micro, Small and Medium Enterprises situated in Rajasthan (If applicable), Balance sheets, Appendix B, Annexure-B RTPP Rules etc should be submitted manually in the office of Superintending Engineer , (Central Store) , Ground Water Department, Jodhpur at the scheduled date & time as mentioned in the bid document .

(a) ENVELOPE : There will be two envelope system for bidding.

First cover (envelope-marked as "Qualifying Bid") should contain the following papers/ documents:

- i) Demand Draft of Rs. 1000.00 (Rs One Thousand only for other than Micro, Small and Medium Enterprises situated in Rajasthan and Rs. 500.00 (Rs. Five Hundred only) for Micro, Small and Medium Enterprises situated in Rajasthan is to be paid in favour of "Superintending Engineer, (Central Store) , Ground Water Department, Jodhpur ." payable at Jodhpur against the Bid cost.
- ii) Demand Draft of Rs. 1000.00 (Rs. One thousand only) to be paid in form of DD) in favour of " MD RISL, " payable at Jaipur against the Bid processing fee
- iii) Bid security as per clause 3.0
- iv) The Bid document cost, Bid processing fee and Bid Security are to be deposited physically in the office of Superintending

Engineer, (Central Store) , Ground Water Department, Jodhpur up to the date and time specified in the Bid document. The bid cost and bid processing fees are non-refundable.

- v) All other required paper Duly notarised related to eligibility of firm e.g. Appendix-A, valid BIS licence, GST registration certificate, Specific Power of Attorney, Certificate and affidavit of being Micro, Small and Medium Enterprises situated in Rajasthan (if applicable).
- vi) Copy(s) of audited balance sheets of last 3 financial years in support of turn over of the Bidder in case of Micro, Small and Medium Enterprises situated in Rajasthan Appendix-B, Annexure-B RTPP Rules etc.

1.2 The last date and time of online submission of the Bid against the NIT No. ET-1/2017-18 Item No. 2 dtd. 03.04.2018 is 10.05.2018 (upto 13:00 Hours). The Bids of such firm(s) shall only be considered, who have electronically online submitted their offer on website <http://eproc.rajasthan.gov.in>.

1.3 a) The Technical Bids (Qualifying Bids) shall be opened on the due date of opening of these bids, in the office of the S.E. (Central Store) Ground Water Department, Jodhpur. If due to any reason, the due date is declared a holiday, the Bids will be opened on next working day. The Technical Bids of only those tenderers will be opened online who has physically deposited the Bid Document Fee, Bid Processing Fee and Bid Security in prescribed form before the stipulated date & time for submission of these.

b) After decision Technical bids, Technically successful Bidder(s) shall be informed about date and time for opening of price bids. The price bids shall be opened in S.E. (Central Store) Ground Water Department, Jodhpur on specified date and time. If due to any reason the specified date is declared a holiday, then the price bid shall be opened on next working day at the scheduled time.

1.4 Before electronically submitting the Bids, it should be ensured that all the Bid papers, documents submitted including Bid conditions are digitally signed by the Bidder.

1.5 If any document is having script/ language other than Hindi/ English then transcribed version in Hindi/ English certified by Notary Public along with notarised copy of original document shall be uploaded electronically and also submitted in physical form.

1.6 The Bidder(s) is/ are required to study carefully the conditions specifications and provisions of the relevant B.I.S. (latest), wherever necessary before submitting their Bid offer. The technical particulars of the material offered must comply with the enclosed specifications and the provision of the relevant B.I.S. (latest) as mentioned in the

specifications. Any amendment issued by B.I.S. shall be applicable from the date it comes under force.

- 1.7 The Bidder should digitally sign complete Bid documents in token of their acceptance of all the terms and conditions of the Bid. The offer without digitally signed complete bid document is liable for rejection. Appendix 'A" duly filled and notarised should be appended with Bid offer. Appendix-B, Annexure-B RTPP Rules duly filled/signed should also be appended with bid offer. The offer should be submitted only in electronic format on web site <http://eproc.rajasthan.gov.in>. The offer received in any other manner is liable for rejection.
- 1.8 If a Bidder imposes conditions, which are in addition or at variance or in conflict with the terms and conditions of the Bid document, his Bid offer shall be summarily rejected and no opportunity will be given to the Bidder to withdraw such conditions or submit any clarification after opening of Bid. In this regard the decision of the departmental competent authority shall be final.
- 1.9 Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification. The suo-motto post Bid correspondence shall not be desirable on the part of Bidders and may also be a cause of disqualification.

PERIOD OF CONTRACT

- 1.10 The Bids shall be for supplies to be made on Rate contract basis. The contract shall remain in force for a period of **Twelve months** from the date of issue of Rate Contract Letter, however the period of contract may be extended for a further period of **Six months**, with the consent of the both parties on the existing terms and conditions.

ACCEPTANCE OF BID

- 1.11 The acceptance of the Bid offer(s) will rest with the competent authority in Ground Water Department who does not bind itself to accept the lowest Bid and reserves the right to reject any or all the Bid(s) received without assigning any reason.
- 1.12 If the procuring entity does not procure any subject matter of procurement or procures less than the specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

Orders for additional 50% quantities of the value of goods of the original contract may be placed on the rates and conditions given in the Contract and completion period of the Contract may also be increased proportionately.

The department reserves the right to enter into parallel rate contract(s) with other Bidders.

- 1.13 Bidder(s) will have to submit invariably GST Registration Certificate for location of manufacturing place (As mentioned in B.I.S. Licence, if applicable) from concerned deptt. alongwith the Bids, without which their Bid offer may not be considered. The Central & Rajasthan Government organizations and undertakings dealing with trading of Bided items shall submit the GST registration certificate for address of their own business.
- 1.14 Deleted
- 1.15 Second cover (envelope-marked as "Price Bid") should contain only Price Bid i.e. BoQ in prescribed format to be uploaded on e procurement website:

PART-'A'- (2)

SPECIAL CONDITIONS

2.1 ELIGIBILITY

A Bidder must fulfil the following conditions to be eligible: -

2.1.1 Only such Bidder(s) who are manufacturer of "M.S. Pipes" having BIS licence/ authorisation letter issued by BIS authorising the firm to put ISI mark as per IS 1239 - Part I & II (Amended up to date) for 100mm , 125mm & 150mm sizes and offer to supply the material as per Appendix-'C' (technical specifications) shall be eligible to quote. Central and Rajasthan Government Organisation/ undertakings dealing with the trading of M.S. pipes shall also be eligible. Such Central and Rajasthan Govt. Organisation/ undertakings will have to declare their manufacturer. In respect of such manufacturer the provision of clause 2.1.2 will be applicable.

All Bidder(s) shall furnish a declaration in the format given at Appendix 'A'. The declaration shall be attested by Notary Public. Appendix-B, Annexure-B RTPP Rules duly filled/signed should also be appended with bid offer.

2.1.2 The Bidder(s) must submit a notarised copy of valid BIS certification licence/ authorisation letter issued by BIS mentioning licence No. and period of validity as per IS 1239 Part-I :2004 and (amended up to date), valid on the date of opening of Bids for the sizes Bided at the time of submitting offer in first envelope. The offer of the firm shall be considered eligible only for the sizes for which it has submitted the notarised copy of valid BIS certification licence/ authorisation letter issued by BIS.

If firm fails to submit valid BIS licence/ authorisation letter issued by BIS alongwith prequalification bid, their offer will not be considered.

2.1.3 Bidder shall deposit required bid security as per clause 3.0 along with his offer. The minimum bid security for Micro, Small and Medium Enterprises situated in Rajasthan shall be as per clause 3.2 (a). If the firm fails to deposit bid security/ document of concessional bid security/ document of exemption (as per clause 3.0) with prequalification bid, their offer will not be considered.

2.1.4 Notarised copies of following documents shall also be submitted with qualifying bid:-

- (a). GST Registration Certificate as per clause 1.13.
- (b). GST exemption/ concessional certificate as per clause 6.10(d).

2.2 INSPECTION

2.2.1 The material will be supplied according to specifications provided at Appendix 'C' and shall be inspected by one of the agency among DGS&D/CEIL/RITES/Any NABL approved testing Lab. /Any Govt. recognized testing Lab. , however one name of the inspecting agency will mentioned in the supply order / RC letter and may be amended thereafter by Chief Engineer, Ground Water Department, Jodhpur (by an specific order) before dispatch. Checklist for inspection is attached at Appendix 'D'. Inspection shall be strictly as per the check list as well as specification provided in Appendix 'C' and as per relevant BIS with latest amendments as have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material shall be got done by Inspecting agency at the works of the manufacturer or at divisional store. The contractor shall provide all facilities for inspection/ testing free of cost. The inspection fee, if charged, shall be borne by the department based on approved rate of inspection agency but the same shall be paid initially by firm and shall be reimbursed along with 100% payment.. The payment of inspection fee shall be made by the contractor to Inspecting Agency in form of A/C payee Demand Draft/ Banker's cheque only. The inspection certificate along with copies of test results and copy of D.D/ Banker's Cheque shall be submitted by the contractor alongwith bill to consignee. Name of the Inspecting Agency will be given in the purchase order. It shall not be choice of the firm to select inspection agency. However, if the situation so warrants only rate contract concluding authority shall have powers to change the inspecting agency, by an specific order of amendment, once prescribed it in the supply order.

2.2.2 Not withstanding the fact that the authorized inspecting agency has inspected and/ or has approved the stores/ articles, the Executive Engineer or his duly authorized Engineer, not below the rank of Assistant Engineer, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in the rate contract on the basis of physical inspection such as followings including test reports submitted by concerned inspection agency:

For 100, 125 &150 mm sizes

- i) Length as per para 6.2 of the Appendix-C.
- ii) Tolerance on thickness and mass as per para 7 of the Appendix-C.
- iii) Pipe/ Tube ends as per para 8 of the Appendix-C.
- iv) Workmanship as per para 9 of the Appendix-C.
- v) Marking as per para 14 of the Appendix-C.
- vi) Protective coating of tubes as per para 12 of the Appendix-C.

In case of doubts in any specific test, same can be got conducted by the consignee in any laboratory as per guidelines issued by the rate contract concluding authority. If the material is found below specifications or defective, he will not accept the material and shall notify the defects to the supplier and inspecting agency within 15 days. He shall also

simultaneously ask the supplier for removal of defect/replacement or refund of its cost as the case may be. The supplier shall be bound to replace the defective material after inspection or remove defects in the goods within one month of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the department accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be inspected by inspection agency. Charges of such re-inspection shall be borne as per agreement with inspection agency.

2.2.3 The supplier shall ensure that only the material inspected by the Inspection Agency is despatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the supplier shall be solely responsible for it and the department shall be free to take suitable necessary action as per terms and conditions of Bid document against the supplier for such irregularity.

2.3 DDO & CONSIGNEE

Orders shall be placed by Chief Engineer, Ground Water Department Jodhpur, However, if the situation so warrants Superintending Engineer (Central Store), Ground Water Department, Jodhpur may operate the rate contract and order may be placed by them in such cases.

Departmental Divisional Offices (Ex. En., GWD, Jaipur , Bikaner, Alwar , Jodhpur, Barmer, Pali, Udaipur, Dungarpur, Kota) and / or Sub - Divisional Offices Headquarters (AE, GWD, Bharatpur, Sikar, Jhunjhunu, Churu, Jhalawar, Ajmer, Bhilwara, Chittorgarh, Banswara, Sirohi, Jalore, Jaisalmer & nagaur) in Rajasthan will be Consignee, However it may vary in special conditions and same will be mentioned in the P.O.

2.4 DELIVERY

2.4.1 (a) Delivery Period for a particular quantity of pipes as offered by the Bidder in its monthly offered capacity as mentioned in the Appendix - B in point no. 8 (a) will be 45 days from the date of issue of P.O.. After exhaust of monthly offered capacity of particular R/C holder firm through issuance of PO(s) the delivery period for any PO(s) placed will be commenced from the day after 45 days from the date of issuance of the last PO which will be specified in the PO(s) . It is therefore essential for a bidder to offer monthly capacity clearly in their bid.

If the material is rejected by consignee before payment the replacement should also be delivered within the original stipulated delivery period.

(b) If department feels necessary, preference may be given to firms offering material from ready stock on following conditions: -

- (i) The firm has to supply such ready stock material within 30 days from the date of placement of exclusive order(s) for such ready stock supply. The PO placed for ready stock

quantity will be in addition to the regular monthly commitment.

- (ii) The firm may declare material from ready stock in first week of every month. The offer for ready stock shall be valid for placement of orders upto last date of month of such declaration.

2.4.2 DATE OF COMPLETION OF SUPPLY

The time specified for delivery in the contract shall be deemed to be the essence of the contract and the successful Bidder(s) shall arrange supplies within that period, on receipt of order(s) from the department. The date of receipt of satisfactory supply of goods at consignee's stores shall be considered as date of delivery.

2.5 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;

- | | | |
|-----|--|-------|
| (a) | Delay upto one-fourth period of the prescribed delivery period. | 2.5% |
| (b) | Delay exceeding one fourth but not exceeding half of the prescribed delivery period. | 5.0% |
| (c) | Delay exceeding half but not exceeding three fourth of the prescribed delivery period. | 7.5% |
| (d) | Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period. | 10.0% |

- NOTES : 1) Fraction of a day in reckoning the period of delay in supplies shall be eliminated, if it is less than half a day.
- 2) The maximum amount of agreed liquidated damages shall be 10.0 %.
- 3) The above L.D. charges are subject to any force majeure situation beyond the control of the bidder.

2.5.1 In case lower rates are received in next Bids rate contract concluding authority shall inform the firms & inspection agency not to supply material and consignee's not to accept the material beyond stipulated delivery period even if provisional extension has been granted beyond this date. However firm shall be intimated to convey their acceptance to supply the material on lower approved rates with L.D. charges upto actual date of supply. In case the firm agrees the department may permit to do so. In case they do not accept or no response is received within stipulated period of notice L.D charges as per clause 2.5 are leviable beyond stipulated delivery period even when department decides to cancel the orders due to this or any other reasons not

withstanding any provisional extension granted for later date. Proportionate S.D. for unsupplied material shall also be forfeited; such L.D. Charges beyond stipulated delivery period shall be levied upto date of cancellation of orders. The date of cancellation of orders means the date on which rate contract concluding authority informs the consignees/ Inspection agencies not to accept/inspect the material after expiry of original D.P.

2.6 SUBMISSION OF COMPLETION REPORT: -

- (i) The consignee should submit the completion report in the prescribed format against each order to the Superintending Engineer (Central Store) Ground Water Department, Jodhpur within 30 days of receipt of material.
- (ii) The Superintending Engineer (Central Store) Ground Water Department, Jodhpur shall maintain a register for each rate contract and will monitor placement of supply order, receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to Chief Engineer, Ground Water Department, Jodhpur within 2 months of receipt of material.
- (iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of Superintending Engineer (Central Store) Ground Water Department, Jodhpur for taking action against the contractor. Intimation to the contractor & Inspection Agency shall also be sent by the consignee as well as by concerned DDO, immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of guarantee period.

2.7 MONTHLY RETURNS

The firm shall furnish monthly statement of supplies made, in enclosed format to each consignee in statement No.1 and consolidated statement in Statement No.2 to the Superintending Engineer (Central Store) Ground Water Department, Jodhpur by 10th of each month duly verified by consignee(s). Every time the statement should contain details of all orders placed under the contract. Firms will have to submit statement No.3 in duplicate at the end of R/C as well as after expiry of material guarantee period (as provided in guarantee clause of the contract) to enable the department to examine the case for refund of performance security.

2.8 TOLERANCE IN THE QUANTITY

Firms may be allowed to dispatch up to 2% excess or up to 2% less quantity of the ordered supply under one supply order size-wise, consignee-wise to take into account the damage/ breakage etc. during transit. Payment will be made for actual quantity received at destination in good condition.

8.9 MINIMUM ORDERED QUANTITY

The orders may be placed in minimum one permissible full truck load quantity for the supply of pipes. The permissible full truck load quantity (tonnage/meterage) shall be one concerned circle area. But for the fraction of one full truck load beyond one circle area may require mutual consent of the supplier firm. The permissible full truck load quantity shall be considered as 9 tonne.

PART-'A'- (3)**GENERAL CONDITIONS****3.0 BID SECURITY: -**

3.1 For Bidders, other than Micro, Small and Medium Enterprises situated in Rajasthan, the bid security shall be 2% of the estimated tender value as mentioned in the Bid Document.

The bid security should be deposited with Superintending Engineer (Central Store) Ground Water Department, Jodhpur. The bid security may be given in the form of Cash/ Demand Draft/ Banker's Cheque/Bank Guarantee (in specified format, of a scheduled Bank) or deposit through eGRAS. The Bankers Cheque / Demand Draft shall be in favour of Superintending Engineer, (Central Store) , Ground Water Department, Jodhpur of a scheduled Bank, should be payable at Jodhpur only. The Bid Security must remain valid for 30 days beyond the original or extended validity period of the Bid .

Bid security of the successful Bidder will be adjusted towards the Performance Security Deposit. If Bidder fails to deposit performance security/ balance performance security / execute Contract Agreement it may be considered as breach of contract and Bid Security will be forfeited.

The bid security/ security deposit lying with department/ office in respect of other Bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security/security deposit for fresh Bids. The bid security may however, be taken into consideration in case Bids are reinvited.

3.2 (A) FOR MICRO AND SMALL ENTERPRISES SITUATED IN RAJASTHAN

(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 estimated tender value as mentioned in the Bid Document for which they are registered. Such units are required to furnish a certificate from Director of Industries Rajasthan and an attested copy of acknowledgement of EM II with an affidavit in the format mentioned in appendix 'B' at Sr. No.7(iv). If the affidavit is furnished in any other 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) Deleted

(c) The registration certificate as per clause 3.2(a) above should be for manufacturing of Bided Item.

(d) Bid security of the successful Bidder will be adjusted towards the Performance Security Deposit. If Bidder fails to deposit performance

security/ balance performance security / execute Contract Agreement it may be considered as breach of contract and Bid Security will be forfeited.

(B) FOR SICK INDUSTRIAL UNITS (OTHER THAN MICRO, SMALL AND MEDIUM ENTERPRISES SITUATED IN RAJASTHAN) WITH BIFR

Bid security will be taken @ 1% of the Bided value of stores offered from sick industries (other than Micro, Small and Medium Enterprises situated in Rajasthan) whose case pending with Bureau of Industrial Finance & Restructuring (BIFR). The sick units will have to furnish a certificate to the effect from BIFR. Bid security of the successful Bidder will be adjusted towards the Performance Security Deposit. If Bidder fails to deposit performance security/ balance performance security / execute Contract Agreement it may be considered as breach of contract and Bid Security will be forfeited.

3.3 The Central and Rajasthan State Government Organisations/ undertakings are exempted from furnishing any bid security, provided they are manufacturer of item for which they are Biding, otherwise they shall have to deposit bid security as applicable.

3.4 FORFEITURE OF BID SECURITY DEPOSIT

The bid security will be forfeited in the following cases:

- i) When Bidder withdraws or modifies or reduces the rates in the offer at his own after the opening of Bid/ negotiation, but before acceptance of Bid. Their offer shall be cancelled and the firm can be debarred for future business in the department.
- ii) When Bidder does not execute the agreement after award of rate contract within the prescribed time. In case of Central and Rajasthan State Government under takings & Micro, Small and Medium Enterprises situated in Rajasthan apart from forfeiture of bid security, the defaulter firm/ Organisation may be debarred from further business in the department for a specified period.
- iii) When the Bidder does not deposit the performance security after the supply order is given.
- iv) When Bidder fails to commence the supply of the item(s) as per supply order within the time prescribed.
- v) If any Bidder whose financial bid is not opened declares prices or give any indication of his prices, shall be liable to be debarred from further business from department for a period as decided by competent authority. The bid security can be forfeited.

- vi) If there is strong justification of believing that the proprietor or authorized employee or authorized representative has been guilty of malpractices, such as submission of forged documents etc with the bid, the bid security deposited by the bidder is liable to be forfeited and the defaulter firm/organization may also be debarred from further business in the department for a specified period..

3.5 REFUND OF BID SECURITY DEPOSIT

The bid security of unsuccessful Bids shall be refunded soon after final acceptance of Bid. However the department reserves the right to recover any Government dues, if necessary, from the bid security. No interest will be paid by the department on the bid security.

4.0 PERFORMANCE SECURITY

- 4.1** The successful Bidder shall be required to deposit security for an amount equal to 5% of the value of contract awarded to them. In the case of Micro, Small and Medium Enterprises situated in Rajasthan registered with the Director of Industries, Rajasthan; it shall be 1% of the value of contract awarded to them . In case of sick units (other than Micro, Small and Medium Enterprises situated in Rajasthan) whose cases are pending with Bureau of Industrial Finance & Restructuring (BIFR), security deposit shall be 2% of the value of contract awarded to them. The security amount shall have to be deposited with Superintending Engineer (Central Store) Ground Water Department, Jodhpur within 7 days from the date of issuance of R/C . The bid security deposited shall be adjusted towards the required Performance security in respect of successful Bidders. If bid security has been deposited in form of BG, then successful Bidder shall have to replace it with complete amount of BG in revised format (Appendix E) to get it converted in to performance security with the validity as mentioned below. After adjustment of bid security, the balance Security deposit shall be accepted in any of the following form :-

S.N	Form	Condition
o. 1	Cash/ bank draft/ banker's Cheque/ Deposit through e- GRAS	Government will not pay any interest on any deposit held in the form of Cash
2	Post Office Saving Bank Pass Books	i) A Pass book for a deposit made under the Post Office Saving Bank rules may be accepted as security provided that the depositor has signed and delivered to the Post Master a letter in prescribed form as required by those rules and the pass book hypothecated to the drawing & disbursing Officer/ Head of Office. It should be from Post Office situated in Rajasthan.

<u>S.N</u>	<u>Form</u>	<u>Condition</u>
<u>o.</u>		
3	National Saving Certificate, Defence Saving Certificate, Kisan Vikas Patra or any other script/instrument under National Savings Schemes for promotion of small saving if the same can be pledged under the relevant rules.	<ul style="list-style-type: none"> ii) The Passbook shall be sent to Post Office as soon as possible after the 15th June of each year, so that necessary entries on account of interest may be made in them. i) These certificates should be formally transferred to the Drawing & Disbursing Officers/ Head of Office, which has taken the deposit with the sanction of Head Post Master and shall be accepted at their surrender value at the time of Bid. These should have been issued by any post office situated in Rajasthan only. ii) Certificates, which are not held in the name of the Bidder/ contractor furnishing the security, shall not be accepted.
4	Bank Guarantee of any Scheduled Bank	<ul style="list-style-type: none"> I) The Bank Guarantee shall be in the specified format (Appendix - E). The B.G. should remain valid for a period upto 2 months after expiry of period of material guaranteed for last supply. ii) In first instance, the bank guarantee should be valid for 30 months from date of issue of B.G. iii) If Bank Guarantee submitted as per (ii) above does not cover the period as per (i) above, then it should be further extended before six months of it's expiry date to accommodate above period otherwise it may be invoked by the deptt. without any notice in this regard. iv) Validity of BG shall have to be extended by the contractor in case of any defect observed in quality of material or performance to such a date, necessary to cover the guarantee period on replaced goods/ articles/ stores etc.

NOTE:

The Performa in which bank guarantee is to be submitted is enclosed at Appendix 'E'.

Please note that no correspondence on account of changing Performa on pretext of letters of individual Bank(s) shall be entertained. In case contractor feels any difficulty in submission of Bank Guarantee in specified Performa, then the contractor have to deposit performance security in the form mentioned at Sr. No.1 to 3 above. If the Bank sends guarantee bond with forwarding letter, the forwarding letter also should not contain any other condition.

4.2 Deleted

4.3 The Central Government or Rajasthan State Government organisations/undertaking shall not be required to pay security deposit under above conditions provided they are manufacturer of item for which they are Biding otherwise they shall have to deposit performance security as applicable.

4.4 The performance security shall be refunded within two months after expiry of the period of guarantee.

4.5 FORFEITURE OF PERFORMANCE SECURITY

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

- (a) When any terms and conditions of the contract is breached.
- (b) When the Bidder fails to make complete supply satisfactorily.

Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Department in this regard shall be final.

5.0 VALIDITY OF BID (S)

5.1 Bid must be valid for a period of 90 days. The Bid with validity less than 90 days shall not be considered.

5.2 The validity of the offers may be extended for a further period upto 90 days by mutual agreement between the Chief Engineer Ground Water Department, Jodhpur , Rajasthan and the Bidder.

5.3 After the Bid has been accepted, the rates shall remain valid for the orders placed through out the currency of the rate contract. However, the rates shall also remain valid for extended period of rate contract as per clause 1.10 of the Bid document.

6.0 PRICE & TAXES

6.1 (a) The rates are to be quoted FOR delivery at consignee's divisional store including packing, forwarding, loading, transportation, insurance, unloading, stacking etc., only in the electronic format of 'BoQ'. In case the rates are mentioned anywhere in the Bid offer,

apart from as prescribed in electronic format, and creating any ambiguity, then the lower of the two rates will be considered and Bidder will be bound to supply the material at those lower rates, if approved by the department.

Note : 1. If the Central Government through its notification issued before or after submission of tender for exempting any tax and the contractor avails the benefit of exemption the same shall be passed to the deptt.

- (b) Consignee - Departmental offices as indicated may be declared as consignee for delivery of ordered material : 1. Superintending Engineer (Central Store), GWD, Jodhpur , 2. Executive Engineer, GWD, Jodhpur 3. Executive Engineer , Barmer 4. Executive Engineer, GWD, Pali , 5. Assistant Engineer, GWD, Jalore , 6. Assistant Engineer , GWD, Jaisalmer , 7. Assistant Engineer, GWD, Nagaur. 8. Executive Engineer , GWD, Udaipur, 9. Assistant Engineer , GWD, Chittorgarh 10. Executive Engineer, GWD, Kota , 11. Assistant Engineer, GWD, Jhalawar 12. Executive Engineer, Dungarpur , 13. Assistant Engineer, GWD, Banswara , 14. Executive Engineer , GWD, Bikaner 15. Executive Engineer, GWD, Jaipur 16. Assistant Engineer, GWD, Sikar , 17. Executive Engineer, Alwar.

6.2 Deleted

6.3 The Prices quoted shall remain fixed and firm as per clause 5.3 of this document. If a Bidder reduces his prices suo moto after opening of Bid or negotiated bid (if any) but before acceptance of bid his offer shall stand cancelled automatically, his bid security shall be forfeited and action for debaring him from further business with the department shall be taken.

6.4 It is clarified to the Bidding firm that if it makes any reduction of rates against this contract, other than on reasons of statutory variations or other valid reasons, suo moto during the currency of its contract period, it is likely to be debarred for future business in the department for a specific period.

6.5 No material shall be arranged by the department for manufacturing of Bided items.

6.6 No foreign exchange will be provided by the department.

6.7 Preference To State Units and Placement Of Supply Orders

(I) Purchase preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(8)FD/GF&AR/201, dt. 19.11.2015 - Published in Gazette Extraordinary, Pt. IV (C)(II), dt. 14.07.2016. Some of the important points of the notification are as under :

- (a) In order to seek purchase preference 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(iii)] issued by the DIC upon the

application is required to be submitted by such bidders to avail the purchase preference 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(iv).
- (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).

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

6.8 Price Preference to SSI Units of Rajasthan : Deleted

6.9 In case a bidder offering to supply the goods through a dealer located in Rajasthan and the bid price are equal to the rates offered by local

enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given purchase preference over such dealer.

6.10 SALES TAX

- (a) The percentage rates of GST as applicable on commodity and as applicable to firm shall be indicated in Appendix 'B' (item No.9) which must tally with the GST amount in Rs. mentioned in the prescribed cell of BoQ.
- (b) If the Central Government through its notification issued after submission of tender for exempting any tax and the contractor / supplier avails the benefit of exemption the same shall be passed to the department.

6.11 PRICE FALL

- 1.0 The prices under a rate contract shall be subject to price fall clause.
- 2.0 The prices charged for the store supplied under rate contract by the contractor shall be in no event exceeded the lowest price at which the contractor sells or even offer the rates for the stores of identical description to any- one in the State during the currency of the rate contract.
- 3.0 If the rate contract holder reduces or sell or even offers the sale price of such stores at a price lower than the price chargeable under this rate contract to any- one in the State at any time during the currency of the rate contract, he shall forthwith notify such reduction or sales to the department and the price payable under the rate contract for the stores supplies after the date of coming in to force of such reduction, the rate contract price shall stand correspondingly reduced with effect from the date reducing or selling or offering lower price, for all delivery of the stores under the rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm or his authorized agent reduces the sale price of such stores or sell or even offers the rates of such stores during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduced price, further transaction with it, shall not be conducted.
- 4.0 The contractor shall necessarily furnish the following information/certificate to the department:
 - a) Within a month of the commencement of the contract a certificate for the lowest rates prevailing at the commencement of the rate contract.

- b) Within a month of the expiry of every six months period a certificate for the lowest rates prevailing during the preceding six months and
- c) Within a month of expiry of the rate contract a certificate in the following Performa:
"I/We certify that the stores of description identical to the stores supplied to the Govt. under the contract herein have not been sold by me/us to any- one in the State at the commencement of the rate contract, during the period from ---to--- at a price lower than the price charged to the Govt. under the contract.

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

7.0 TERMS OF PAYMENT

- 7.1** 100% payment shall be made on delivery of material. The payment shall be made provided material is received duly inspected within the stipulated delivery, at consignee divisional store in perfect condition and as per schedule of specifications. In case of delayed supplies, deduction of L.D. charges as per clause 2.5 shall be made from payment. The Bidder shall seek provisional extension from Chief Engineer, Ground Water Department, Jodhpur before despatching the material. The TDS against GST as per applicable government rules will be deducted from the invoice of the firm while making payment.
- 7.2** Unless otherwise agreed between the department and the firm payment for the delivery of the stores will be made on submission of bills in proper form by the firm, to consignee in accordance with GF&AR Rules of Rajasthan alongwith inspection certificate.
- 7.3** Payment shall be released by the Superintending Engineer (Central Store), Ground Water Department, Jodhpur.
- 7.4** The firm has to enclose following documents along with bill to the consignee:
 - (a) Detailed packing List.
 - (b) Inspection notes released by the Inspecting Agency along with copies of test results and copy of D.D/ Banker's cheque against payment of Inspection fees, if paid, to Inspecting Agency.
 - (c) The firm shall append the following certificate of GST:
"Certified that the goods on which the GST has been charged have not been exempted under the presently applicable Rules made there under."
 - (d) "Letter of provisional extension of Chief Engineer, Ground Water Department, Jodhpur" in case of delayed supplies as per clause 7.1.
- 7.5** In case of defective supplies received under previous rate contract and not rectified/replaced by the firm under contractual obligations of that rate contract, fresh rate contract may be issued in favour of the firm subject to condition that payment shall be released only after they

obtains certificate from consignee that it has been rectified/replaced defective supplies which it was contractually bound to do under conditions of previous rate contract. Same conditions shall apply to parallel rate contract holding firms also.

8.0 AGREEMENT

8.1 Successful Bidders shall have to execute an agreement, along with documentary evidence about Performance Security, in the prescribed form (copy enclosed) on non judicial stamp paper of an amount as applicable as per rules at the time of execution of contract which may be defined in the R/C letter with the Chief Engineer Ground Water Department, Jodhpur or any other officer authorised by him within a period of 7 days of the date of issue of rate contract/ letter of acceptance. The expenses of completing and stamping the agreement shall be paid by the firm.

8.2 CHANGE IN CONSTITUTION OF FIRM:

(a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the deptt. within a period of 30 days from the date of its occurrence & such change shall not relieve any new member or the member of the firm at the time of Bid from any liability under the contract.

(b) No new partner/partners shall be accepted in the firm/company by the Bidder in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the department on a written agreement to this effect. The firm's receipt or acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract.

8.3 PARALLEL RATE CONTRACT: As a general rule (RTPP Rule 74) all the quantities of the subject matter of procurement shall be procured from the bidder whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc. , (at the rates accepted by L1) in case of splitting of quantities, as pre - disclosed in the bidding documents, shall not be deemed to be negotiation. In case of purchase preference to state enterprises parallel rate contract will be concluded as per rules.

9 PURCHASE UNDER RATE CONTRACT

- (a) The estimated cost of purchase shown in NIT is approximate. The ordered material shall have to be arranged according to the requirement, against Purchase Order(s), as and when placed during the contract period as per rate contract.
- (b) The liability of any firm with which a contract is concluded will be to supply the material as per P.O. (s). On demand of department the firm(s) shall be bound to supply excess upto 50% over their liability, as above. In case of repeat orders , the firm shall have to deposit additional performance security as applicable.
- (c) If the department does not purchase any of the Bided articles or purchase less than the quantity indicated in the Bid or does not make any purchase during the prescribed period of the contract, the firm shall not be entitled to claim any compensations. No guarantee for supply orders to be placed is given.
- (d) Orders against the rate contract shall be placed on or before last date of the validity of the rate contract by Regd. AD / Speed Post/e-mail. Orders placed during the closing days shall be complied with in accordance with the terms of the contract and shall not be refused on the ground that the orders have been placed in fag end of the contract period.

10 The firm shall examine the rate contract and supply orders placed against the rate contract and bring to the notice immediately, but not later than 5 days, any discrepancy with regards to the conditions, specifications, nomenclature, delivery period etc. of the stores ordered, for rectification, if the same are not as per agreed terms, conditions and specification. The letter to the Superintending Engineer (Central Store), Ground Water Department, Jodhpur and Chief Engineer, Ground Water Department, Jodhpur shall be sent by registered post A.D.

11 PACKING & INSURANCE

- (a) The goods will be delivered at the destination in perfect condition. The supplier if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the department shall not pay any such charges, if incurred.
- (b) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, Rail, Road or Air and delivery of material in good condition to the consignees' store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.

- (c) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the department and the same shall not be returned to him.

12 RISK & COST PURCHASE

- 12.1** In case firm is unable to complete the supplies within the specified period or extended period, the department shall be entitled to purchase from elsewhere without notice to firm but on its account and risk. Material or any part of it not supplied by firm resulting to cancellation of contract. The Firm will be liable for any loss or damage, which the department may sustain by reason of such failure on the contractor's part.

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

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

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

NOTE:- It is clarified that the department may resort to risk purchase without granting any extension in delivery period.

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

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

13 RECOVERIES

- 13.1** Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.

13.2 Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/ supply orders placed on them by the deptt., can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with department against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with department but decision of Chief Engineer Ground Water Department, Jodhpur regarding authenticity of sum payable shall be final.

14 REJECTION

14.1 Articles not approved shall be rejected by the department and will have to be replaced by the firm at its own cost within the time limit fixed by the department.

14.2 If, however, due to exigency of Government work/ interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defects are noticed then the firm can be allowed to rectify /replace defects in remaining portion of such defective material. The prices for the defective material already used by the deptt. will be fixed by Chief Engineer, Ground Water Department, Rajasthan Jodhpur and shall be final

14.3 The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The official concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.

14.4 No payment shall be made for defective materials. However, if the payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Performance security as per clause 4.1) Joint inspection of defective material may be carried out as required by the deptt. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

14.5 In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case firm has not received any payment then material be returned to firm for rectification, if the firm has deposited required security deposit as per contract.

15 GUARANTEE

15.1 The firm has to give following under takings: -

The firm hereby declares that the goods/stores/articles sold to the Purchaser under the contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned/ contained in Appendix 'C' and the Contractor/ Suppliers hereby guarantees that the said articles/ stores would continue to conform the description and quality for a period of 18 months from the date of receipt of material at site or 12 months from

the date of commissioning of said material/ store, whichever is earlier. Notwithstanding the fact that the authorised Inspecting Agency may have inspected the goods/ stores/ articles, if during the aforesaid period of guarantee, the said goods/ store/ articles be found not to confirm to the specification/ description and quality aforesaid or have deteriorated (the decision of the purchaser in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ store/ articles or such a portion thereof as may be discovered not to confirm to the said description and quality, on such rejection, the said goods/ stores/ articles will be at supplier's risk & cost and all the provisions herein contained relating to rejection of goods etc. shall apply. The Contractor/ Supplier shall, if called upon to do so, replace within a period of one month or such further period as may be extended from time to time by the purchaser and in such an event above mentioned guarantee period shall apply to the goods/ stores/ articles replaced from the date of replacement thereof, otherwise the contractor/ supplier shall pay the purchaser such damages as may arise for the reason of the breach of the conditions, herein. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise. If firm fails to replace/rectify the material within the prescribed/extended time then proportionate performance security will be forfeited along with imposition of L.D & if in next Bid higher rates are received the purchase at the risk and cost of the firm will also be made as per clause 12.0.

16 REPUDIATION OF CONTRACT

The contract for the supply can be repudiated at any time by the department after giving an opportunity to the contractor of being heard, if the supplies are not made to its satisfaction. The reasons for repudiation shall be recorded by the department.

17 LEGAL PROCEEDINGS

All Legal proceedings, if necessary arises to institute may by any of the parties (Government or contractor) shall have to be lodged in Court situated in Rajasthan and not elsewhere.

18 SUBLETTING OF CONTRACT

The successful firm shall not assign, sublet or transfer the contract or any part thereof.

19 FAILURE OR BREACH OF CONTRACT

In case of breach of the contract, full/part performance security (as deemed fit) can be forfeited and the action against defaulting firms may be taken as per rules which includes Black listing, suspension of business, banning of business etc. alongwith termination of the contract without any compensation to the contractor. The decision of Chief Engineer, GWD, Jodhpur will be final and binding upon the R/C holder firm(s)

20.0 GENERAL

Appendix 'A' duly signed shall be deemed to supersede any deviation in conditions given any where in the Bid document including price bid or

forwarding letter. Rajasthan Transparency in Public Procurement Rules, 2013, unless and otherwise mentioned in bid document, shall be applicable in the entire process of bidding.

PART-'B

(To be kept in first cover (envelope) duly digitally signed by Bidder)

Contents:

Appendix	Detail	Page No.
1. Appendix 'A'	Declaration by Bidder, duly filled & notarised	
2. Appendix 'B'	Information to be supplied duly filled by the Bidder.	
3. Appendix 'C'	Technical specifications	
4. Appendix 'D'	Check List for Inspection	
5. Appendix 'E'	Format of B.G.	
6. Appendix 'F'	Format of Agreement.	
7. Appendix 'G'	Format of BG for BID SECURITY	
8. Statement No.1	Information to be supplied by firm to the Consignee	
9. Statement No.2	Information to be supplied by firm to Superintending Engineer (Central Store), Ground Water Department, Jodhpur	
10. Statement No.3	Contract completion report.	

NOTE:- The Bidder is requested to upload and enclose the necessary document required and indicate the page No., wherever documents have been asked for.

PART 'B'
(TO BE FILLED UP BY THE BIDDER)

APPENDIX 'A'

Clause 2.1.1

DECLARATION

I/ We have carefully read and understood the terms and conditions of the Bid and agree to abide by these. I/ We have not modified , changed etc. any word / line / para/ text mentioned in the bid downloaded from the website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected. I/ We have carefully noted that my/ our offer, if contain any counter condition or additional conditions in the Bid document/ price bid/ forwarding letter or any other enclosure of Bid document will be liable for rejection by the department. I/ we shall have no claim whatsoever against this rejection of offer. It is certified that I have not given any condition in price bid. If any condition is found the same may be treated as withdrawn. I/we also certify that at present we are not debarred / banned from business/ suspended / removed from registration by any of the government department viz. central and state government organisation/ undertaking etc.

I/ We declare that

I/ We are Manufacturer.

Goods to be supplied under this contract shall be inspected at our works _____

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

SIGNATURE OF THE BIDDER
(Name in block letter)

COMPANY / FIRM
Authorised Signatory

PRESENTED BY _____

VERIFIED BY _____

(Name in Block letters)

SIGNATURE OF NOTARY PUBLIC

Name of the representative (s) with signature(s) who are authorised to represent the firm in all matters related with this N.I.T.

CE, GWD, Ju. FA. GWD, Ju. SE(C/S), GWD, Ju. SHG, GWD, Ju.

Signature of the Bidder

1. _____
(Name in Block Letters with designation)
2. _____
(Name in Block Letters with designation)

ATTESTED SIGNATURES

Verified by Notary Public.

APPENDIX - "B"

INFORMATION TO BE SUPPLIED BY THE BIDDER

1. I Name of Firm
1. ii Address
- iii Telephone No.
- a) Office
- b) Residence
- c) Factory
- d) Fax
- e) Email
2. a) **In case of Private Limited Co.**
2. i Whether article of association and Memorandum enclosed or not. Enclosed at page No.....
Not enclosed/ Not applicable.
- ii List of present directors along with their current & permanent address enclosed or not Enclosed at page No.
Not enclosed/ Not applicable
- b) **In case of Partnership firm**
Whether copy of partnership deed in case of partnership firm along with their address enclosed or not Enclosed at page No.
Not enclosed/ Not applicable
3. i) Name of authorised power of attorney holder
- 3 ii) Address
- iii) Telephone No.
- Residence
- Office
4. (a) **In case of Limited Company**

- | | | |
|------------|---|---|
| i) | Whether power of attorney duly attested by Public Notary on non judicial stamp paper authorising the signatory to submit the Bid and letters and to sign the contract and other document enclosed | Enclosed at page No.
Not enclosed/ Not applicable |
| ii) | Resolution of Board of Directors in favour of power of attorney enclosed or not. | Enclosed at page No.....
Not enclosed/ Not applicable |
| (b) | In case of partnership firm whether power of attorney duly signed by all partners enclosed or not. | Enclosed at page No.
Not enclosed/ Not applicable |
| 5. | Copy of Bid document Part -`A' duly signed in duplicate to be enclosed. | Enclosed at page No.
Not enclosed/ Not applicable |
| 6 | <u>Bid security</u>
Amount Deposited | |
| | Form of Deposit (mention No. & Date) | |
| 7 | Registration certificate | |
| i) | Whether manufacturing unit is out side Rajasthan/ Inside Rajasthan | Out of State/ Within State |
| ii) | Whether Micro, Small and Medium Enterprises situated in Rajasthan or Large unit | Micro, Small and Medium Enterprises situated in Rajasthan / Large |
| iii) | If Micro, Small and Medium Enterprises situated in Rajasthan enclose notarised copy of registration certificate issued by Director of Industries, Rajasthan. | Enclosed at page No.
Not enclosed/ Not applicable |

"It is certified that M/s _____ 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 Purchase Preference under notification dated November 19, 2015.

This certificate is valid for one year from the date of its issue."

Office Seal

Signature
(Full Name of the

officer)

General

Manager

District

Industries Centre

Rubber

Seal/Stamp

Enclosure-(1)Application

(2)

(3)

- iv) If Micro, Small and Medium Enterprises situated in Rajasthan. Please also enclose an attested copy of acknowledgement of EM II with an affidavit as per clause 3.2. (a) in the following format:
- | |
|------------------------------|
| Enclosed at page No. |
| Not enclosed/ Not applicable |

Format of Affidavit

(on non judicial stamp paper of Rs.50/-)

IS/o..... Aged.....
Yrs..... residing at Proprietor
/Partner/Director of M/sdo 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 Centre..... The acknowledgement No. isdated and has been issued for manufacture of following items:-
 - (i)
 - (ii)
 - (iii)
- (b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____
Proprietor/Director

Signature of

Authorized

Signatory with Rubber Stamp and Date

VERIFICATION

IS/o..... Aged.....Yrs.....
residing at Proprietor/Partner/Director of
M/sverify and confirm that the contents at (a), (b)
& (c) above are true and correct to the best of my knowledge and
nothing has been concealed therein. So help me God.

DEPONENT

- v) If Large or Medium, notarised copy of registration under Factory act to be enclosed. Enclosed at page No.
Not enclosed/ Not applicable
- 8 a) Kindly indicate your monthly offered quantity for supply against this tender. This quantity will be treated for fixing of Delivery Period as per tender conditions for any size of pipes for which R/C may be concluded (in terms of mtrs. consolidated for MS Pipes as per tender specifications size 100, 125 & 150 mm NB) _____ mtrs. (consolidated qty. For MS Pipes size 100, 125 & 150 mm NB)
- b) Total production capacity per month (for information only (please mention qty. In mtrs.))mtrs.

- c) In case of Micro, Small and Medium Enterprises situated in Rajasthan, please attach an undertaking in respect of the production capacity or any other such evidence as per clause 3.2(b) in the following format::
- Enclosed at page No.
Not enclosed/ Not applicable

<i>Item</i>	<u>Annual Capacity in</u> <u>Qty. (mtrs.)</u>
1	
2	
3	

9 Please mention:

- a) Your GST Registration Number for location of manufacturing place. Copy enclosed at page No./
Registration No. Not enclosed
- b) Deleted

c) Percentage rate of GST applicable on commodity.%

d)Deleted

e)Deleted

f)Deleted

g)Deleted

1 a) ISI marking licence and its validity. Please enclose notarised copy of the same. Validity
0 Enclosed at page

b) Mention location where material shall be inspected. Address.....
(This should be as per location mentioned in valid BIS licence)

1 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.

APPENDIX - 'C'

**OFFICE OF CHIEF ENGINEER
GROUND WATER DEPARTMENT, NEW POWER HOUSE ROAD, JODHPUR
RAJASTHAN
SPECIFICATIONS OF M.S.PIPES**

**100, 125 & 150 mm NB, Medium Class - Screwed and Socketed
(IS 1239 : 2004 - Part - I & II, amended up to date)**

1. SCOPE:

This includes manufacture and supply of Mild Steel Tubes & Sockets (Medium Class) to be used for water wells conforming to IS:1239 (Amended upto date) in nominal bore of pipes of 100 to 150mm. The Pipes should be ISI Marked. The pipes are to be used for casing and housing pipes for water wells to be constructed in State of Rajasthan.

2. REFERENCES:

The Indian standards listed in clause No.2 of IS 1239(PART-I):2004 are necessary adjuncts to these specifications.

3. MATERIAL:

3.1 General requirements relating to supply of Mild Steel Tubes shall conform to IS 1387:1993. The welded tubes shall be manufactured from hot rolled steel skelp / strip conforming to IS 10748:1995(amended upto date).

3.2 The tube shall be Electric Resistance Welded (ERW). The height of the internal weld shall not be greater than 60% of the specific wall thickness.

3.3 The chemical composition of the steel shall comply with table 1 of IS 1239 (Part 1):2004 in ladle sample analysis. The maximum permissible variations in case of product analysis over the maximum limits specified in table 1 shall be as given in table 2 of IS:1239(Part1) : 2004. The analysis shall be carried out as per IS:228.

3.4 The socket shall be Electric Resistance Welded and should meet the requirement of IS:1239 : 1992 (Part-2) (amended upto date).

4. HYDRAULIC PRESSURE TEST:

Hydraulic test shall be carried out at a pressure of 5 Mpa, maintained for at least 3 seconds and shall not show any leakage in the pipes.

5. DIMENSIONS AND MASSES:

Dimension and masses of steel tube shall be as follows :

Nominal Bore of Pipe (mm)	Out Side Diameter		Thickn ess (MM)	Mass of screwed & socketed type Kg /m	Minimum Outside diameter of socket (MM)	Minimum length socket (MM)
	Maximum (MM)	Minimum (MM)				
100	115.0	113.1	4.5	12.50	124.0	87.0
125	140.8	138.5	4.8	16.40	151.0	96.0
150	166.5	163.9	4.8	19.50	178.0	96.0

6. LENGTH OF PIPE:

The Mild Steel Tubes shall be supplied in lengths of 2.5 mtr. to 3.5 mtr. , 4.0 to 7.0 mtr. and 5.0 to 6.5 mtr. The length of tube shall be measured

CE, GWD, Ju. FA. GWD, Ju. SE(C/S), GWD, Ju. SHG, GWD, Ju.

Signature of the Bidder

as inclusive of socket on one end with handling tight. Handling tight means that the socket is so tight fitted that it should not fall down during handling or transit.

7. JOINTS:

7.1 All screwed tubes shall be supplied with pipe threads confirming to IS:554-1999 gauging in accordance with IS:8999-1979 shall be considered as an adequate test for conformity of threads of IS:554-1999.

7.2 Tubes shall be supplied screwed with taper threads.

7.3 Each tube shall be supplied with one socket. Socket shall confirm to all requirements of IS 1239: 1992 (Part - 2) (amended up to date), except clause 6.4.

8. TOLERANCES:

The tolerances shall be permitted as per clause 9 & 11 of IS: 1239 (Part-1) and as under :

Thickness	-	(+) Not Limited / (-) 10%
Mass	-	(i) Single tube (Medium & Heavy Series)
	:	± 10%
		(ii) for quantities per load of 10 tonnes
		Minimum (Medium & Heavy Series)
	:	± 7½%

9. TESTS:

9.1 Hydrostatic test for leak tightness as an in-process test at manufacturer's work shall be carried out on each tube. This is compulsory test.

9.2 Other test on finished tubes shall be carried out as per clause 14 of IS:1239 (Part -1).

10. COST OF TESTING :

If any additional test is required, the cost of test shall be borne as follows :

- By the manufacturer in the event of results showing that the material does not comply with the specification.
- By the Purchaser in the event of results showing that the material complies with the specifications.

11. WORKMAN SHIP :

All pipes shall be cleanly finished and reasonably free from injurious defects. The ends shall be cleanly cut and reasonably square with axis of pipe. The tubes shall be reasonable straight.

12. PROTECTION AND PACKING :

Black tubes not otherwise protected shall be varnished or suitably painted extremely throughout the length. For transportation all tubes shall be packed in accordance with IS 4740 : 1979.

13. MARKING

Each Pipe shall be marked with the following details by paint stencilling

- Manufacturer's trade mark
- Blue colour band
- BIS Certification mark

- d) Purchaser's mark as "GWD Rajasthan"
- e) Inspection mark
- f) Random & other length marking.
- g) Year of supply

NOTE: Wherever there is reference of Indian Standard it shall be considered amended up to date at the time of inspection of supply/ replacement by inspecting agency. Any amendment shall be effective only when it is implemented by B.I.S.

14. ESTIMATED QUANTITY

The estimated total annual requirement for MS Pipes size 100, 125 & 150 mm NB is 12000 mtrs., accordingly depttl. monthly requirement is 1000 mtr. for any size out of these three sizes of pipes or total of these pipes.

APPENDIX - 'D'

DRAFT CHECK LIST FOR INSPECTION OF M.S. PIPES SIZE 100mm to 150mm NB, TO BE USED AS CASING PIPES IN HANDPUMPS / PIEZOMETERS

1. SCOPE OF WORK

Inspection of ISI marked mild steel tubes, tubulars for other wrought steel fittings for water wells under licence of IS:1239(Part-I) and its sockets as per IS : 1239 (Part-2) (amended upto date). (See note in specifications)

2. SAMPLING

As per relevant Indian standards

3. (a) Tests for followings on pipe and socket should be carried out in accordance

to IS: 4711-1974 (amended upto date) and other relevant Indian Standards:

- (i) Visual inspection for check for workmanship and steel defects
- (ii) Dimensions (outside diameter, thickness, length etc.)
- (iii) Tensile test and elongation test.
- (iv) Bend Test (up to and including 50 mm NB).
- (iv) Flattening test (above 50mm NB)
- (v) Leak Tightness test.

(b) The socket shall be Electric Resistance Welded and should meet the requirement of IS:1239 (Part - 2) (amended upto date)

4. Review of process tests reports for M.S. pipes shown by the manufacturer.

5. Review of test certificates regarding acceptance of raw material shown by manufacturer.

6. Inspection agency is to confirm following information on each pipe.

- a) Manufacturer's trade mark
- b) Blue colour band
- c) BIS Certification mark
- d) Purchaser's mark as "GWD Rajasthan"
- e) Inspection mark
- f) Random & other length marking.
- g) Year of supply

7. MARKING

Marking in token of inspection and acceptance by inspection agency shall be made in following manner:

- (a) Each pipe
- (b) All samples selected by inspection agency shall be differentiated by putting two inspection seals.

8. Inspection agency has to submit copies of test results as mentioned in para-3 and inspection sheets to purchasing authority as well as concerning consignees.

9. Details of Rejection, if any.

APPENDIX-E

Bank Guarantee No. _____
Dated. _____

GUARANTEE BOND

1. In consideration of the Governor of Rajasthan (herein after called "The Government") having agreed to exempt M/s _____ (herein after called "the said Contractor") from the demand, under the terms and conditions of an Agreement, dated _____ made between Ground Water Department, Rajasthan, Jodhpur and M/s _____ for supply of _____ (hereinafter called "the said agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) We (Name of Bank) _____ (hereinafter referred to as "the Bank") at the request of M/s _____ (Contractor) do hereby undertake to pay to the Government an amount not exceeding Rupees _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, (Name of Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under the guarantee. However, our liability under the guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
4. We, (Name of Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or until the Chief Engineer Ground Water Department, Rajasthan, Jodhpur certified that the terms and conditions of the said Agreement, have

CE, GWD, Ju. FA. GWD, Ju. SE(C/S), GWD, Ju. SHG, GWD, Ju.

Signature of the Bidder

been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of Bank) _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Govt. to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (Name of Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government of Rajasthan in writing.

of _____

Date _____ day

for _____
[Indicate the name of Bank]

APPENDIX `F'

Agreement

1. An agreement made thisday of.....2018 between M/s. .
..... (hereinafter called "the approved supplier" which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators) of the one part and the Government of the State of Rajasthan (herein after 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 Ground Water Department of the State of Rajasthan at its Head Office as well as at Branch Offices throughout Rajasthan all those articles set forth in the rate contract No.
Dated effective for from the date of 1st agreement appended hereto in the manner set forth in the rate contract and within the period stipulated in the rate contract and at the rate set forth in the aforesaid rate contract.

FOR MICRO, SMALL AND MEDIUM ENTERPRISES SITUATED IN RAJASTHAN

3. And whereas the approved supplier has furnished evidence for his registration with Director of Industries Rajasthan for being Micro, Small and Medium Enterprises situated in Rajasthan and has deposited a sum of Rs.____ Lacs in the office of the Superintending Engineer, (Central Store), Ground Water Department, Jodhpur as security deposit in the following form:

Demand Draft No..... Rs.

FOR OTHER UNITS

3. And whereas the approved supplier has deposited a sum of Rs..... Lacs in the office of the Superintending Engineer, (Central Store), Ground Water Department, Jodhpur as security deposit in the following form :-

Demand Draft No..... Rs.....

4. NOW THESE PRESENTS WITNESS

- 1) In consideration of the payment to be made by the Government through Ground Water Department at the rates set forth in the aforesaid Rate Contract appended hereto, the approved supplier will duly supply the articles set forth in the aforesaid Rate Contract and in the manner set forth and within the period stipulated in the conditions of the Bid and the contract.

- 2) The conditions of the Bid and aforesaid Rate Contract for open Bid enclosed to the Bid notice No..... dated and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) The conditions of the aforesaid Rate Contract as appended with this agreement and also any subsequent amendments as may be issued by the Government, are binding on the parties executing this agreement.
- 4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the time and manner aforesaid, observed and keep the said terms and conditions, the Government will through Ground Water Department pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of payment will be as specified in the rate contract.
- 5) The delivery shall be effected and completed in the manner and time specified in the rate contract.
- 6) (1) In case the approved supplier fails to deliver the goods within the time specified in the aforesaid Rate Contract the Government may at its discretion allow an extension of time subject to recovery from him as liquidated damages a sum equal to the following percentage of the value of the stores which the approved supplier has failed to supply for period of delay as stated below. In case of non-supply or part-supplies the Ground Water Department reserves the right to cancel the Rate Contract without entertaining any claim for compensation. The Ground Water Department also reserves the right to arrange the material from any other sources at the risk and cost of the approved supplier in case of non-supplies/ part supplies.

(a)	Delay upto one-fourth period of the prescribed delivery period.	2.5%
(b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5.0%
(c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%
(d)	Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period.	10.0%

NOTE: - (i) Fraction of a day in reckoning the 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 10.0 %

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

7) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Chief Engineer , Ground Water Department, Rajasthan Jodhpur and his decision shall be final.

In witness whereof the parties hereto have set their hands on theday of2018.

SIGNATURE OF APPROVED SUPPLIER

SIGNATURE FOR AND ON BEHALF OF THE GOVERNOR OF RAJASTHAN

DATED WITNESS

- 1.
2.

DATED WITNESS

- 1.
2.

APPENDIX `G'

Bank Guarantee No

Date

To

The Governor of the State of Rajasthan Through.....

Whereas the Governor of the State of Rajasthan through (Designation of the Officer inviting Bid), (here-in-after called "the Government") has called for Bids for execution of _____(name of work), estimated in cost Rs._____(Rupee_____only) on _____(Date) or any extended date and as per normal rules of the Government, Bid security is to be deposited before alongwith the Bid, and whereas, the Rules of the State Government permit deposit of Bid security upto Rs.10 lacs in cash, and the balance in the form of Bank Guarantee.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in Rule 595(iii) (a) of the Public Works Financial & Accounts Rules, and M/s_____ (name of contractors) are desirous of depositing Bid security in excess of Rs.10 lacs i.e Rs._____ (Rupee _____ only) (excess over Rs. 10 Lacs) in the form of Bank Guarantee as bid security in order to participate in the Bid for work above mentioned as per said Rules, and will be so permitted on production of a Bank Guarantee for Rs._____ (Rupees _____ Only).

CE, GWD, Ju.

FA. GWD, Ju.

SE(C/S), GWD, Ju.

SHG, GWD, Ju.

Signature of the Bidder

We _____ (indicate name of the "Bank"), here-in-after referred to as the "Bank" at the request of M/s _____ , contractors(s), do hereby undertake to pay the Government an amount not exceeding Rs. _____ (Rupees _____ Only) on the demand.

2. We (indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only) the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Government. Any such demand made on the bank by the Government shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Government and We..... (indicate the name of Bank), bound ourselves with all directions given by Government regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupee.....only).
3. We.....(indicate the name of Bank), undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these present being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to extend the date of receipt of such Bids for the work as afore said or to vary any other terms and conditions of the Notice Inviting Bids or the Bid, extend the validity of Bids, or time for completion of the work etc. We shall not be relieved from our liability by reason of any such variation or extension or for any forbearance, act or omission on the part of the Government or any indulgence by the Government, to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.
5. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank on the contractors.
6. We(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
7. This guarantee shall remain valid and in full effect, until it is decided to be discharged by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly).
8. It shall not be necessary for the State Government to proceed against the contractor before proceeding against the Bank and the Guarantee

herein contained shall be enforceable against the Bank notwithstanding any security which the State Government may have obtained or obtained from the contractor.

9. The Bank Guarantee shall be payable at the Headquarters of the Division or the nearest District Headquarters. If the last date of expiry, of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

Dated..... day of For and on behalf of the Bank (indicate the Bank)

Signature & Designation.

The above Guarantee is accepted by the Government of the State of Rajasthan.
For and on behalf of the governor of state of Rajasthan

SIGNATURE

STATEMENT NO. I

INFORMATION TO BE SUPPLIED BY FIRM TO THE CONSIGNEE

NAME OF FIRM: _____

NAME OF ITEM: _____

S. No.	Supply Order			Material Ordered			Material Supplied			Stipulated date of supply by C.E. GWD	Letter No. & date vide which S.D. adjusted	Payment received from consignee (in %)	Remarks
	No.	Dated	Amt (Rs.)	Consignee	Size(mm)	Qty. (m)	Inspection Note No. & date	Qty. Supplied (m)	Date of Supply				
1	2	3	4	5	6	7	8	9	10	11	12	13	14

SIGNATURE OF FIRM

SIGNATURE OF BIDDER

STATEMENT NO.II

INFORMATION TO BE SUPPLIED BY FIRM TO SE (CENTRAL STORE0, GWD, JODHPUR

RATE CONTRACT NO & DATE _____

FOR NAME OF ITEM _____

NAME OF FIRM: _____

NAME OF DIVISION: _____

S. No	Supply Order		Material Ordered			Stipulated date of completion of supply	Material Supplied		Quantity remaining unsupplied	LD amount recoverable as per R/C	Actual LD charges recovered	Payment by the consignee			Recovery against firm (if any)	
	No. & Dt.	Amount (Rs.)	Consignee	Size(mm)/Class	Qty. (m)		Qty. Supplied (m)	Actual Date of receipt				Payment made	Pending payment	Reasons of withholding	Amount	Reasons
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.

SIGNATURE OF BIDDER

(SIGNATURE OF SEAL OF FIRM)
CONSIGNEE)

(SIGNATURE & SEAL OF

NOTE:-

1. Column no. 1 to 17 are to be filled by firm.
2. The information filled in by firm is to be verified by Consignee, corrected & completed wherever required,
3. Attach separate sheets whenever necessary.

SIGNATURE OF FIRM

SIGNATURE OF BIDDER

STATEMENT NO. III

CONTRACT COMPLETION REPORT

RATE CONTRACT NO & DATE _____
 NAME OF FIRM: _____
 CONSIGNEE _____

FOR NAME OF ITEM _____
 NAME OF _____

S. No	Supply Order		Ordered Qty.			Stipulated date of completion of supplies	Actual Supply		Qty. Remained unsupplied		LD amt. recoverable as per R/C	Actual LD Charges recovered	Date of Expiry of guarantee period	Pending Complaint of defective material	Pending Payment		Recovery Against Firm (If any)		Remarks/ comments of Consignee about performance
	No. & Dt.	Amount (Rs. in Lacs)	Consignee	item name	Qty. (m)		Actual date of receipt	Quantity (m)	Quantity (m)	Reasons					Amount	Reasons of Withholding	Amount	Reasons	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

SIGNATURE OF BIDDER

(SIGNATURE OF SEAL OF FIRM)
CONSIGNEE)

(SIGNATURE & SEAL OF

NOTE:-

1. Column no. 1 to 19 are to be filled by firm.
2. The Consignee is to indicate/ verify recovery against firm, if any in terms of amount (Rs) Giving reasons thereof in Column 18 & 19.
3. The Consignee is to also comments in Col, 20 about performance/ adverse report, if any.
4. The information filled by the firm is to be verified by Consignee, corrected & completed wherever required,
5. Attach separate sheets whenever necessary.

SIGNATURE OF BIDDER

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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners / shareholders in common; or
 - b. receive or have received any directly or indirect subsidy from any of them; or
 - c. have the same legal representative for purpose of the bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or

- f. the bidder of any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or services that are the subject of the bid; or
- g. Bidder of any its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

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

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure C RTPP Rules: Grievance Redressed during Procurement Process

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

1. Filing an appeal

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

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

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

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

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

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

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

6. Fee for filing appeal

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

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

7. Procedure for disposal of appeal

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

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

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

(c) 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

Appeal No of
Before the (First /Second Appellate Authority)

1. Particulars of appellant:

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

2. Name and address of the respondent (s):

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:
(Supported by an affidavit)

7. Prayer;

.....
.....

Place :

Date

Appellant's Signature

Annexure D RTPP Rules: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- (i) if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is 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 evacuated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited of its Bid Securing Declarations shall be executed.

2. Procuring Entity's right to Vary Quantities

- (i) As per RTPP Rules

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.