Section - (a)
Notice Inviting Bid
(NIB)

OFFICE OF THE SUPERINTENDING ENGINEER
GWD, JAIPUR

Tel: 0141.2710532, Fax: 0141.2710532, segwajaipur@gmail.com
Website: http://phedwater.rajasthan.gov.in

BID NO. B - 1/2019–20 Dated: 31.05.2019

NOTICE INVITING BID

1. Bids are hereby invited on behalf of Governor of Rajasthan for the supply of Pea Gravel on rate contract basis from manufacturer/whole seller/distributor/dealer/authorized dealer/sole selling agent/marketing agent/Bidders having experience to supply Pea Gravel. The Bid documents can be downloaded from the website http://sppp.rajasthan.gov.in. Details of the Bid notification and Bid condition can also be seen in the NIB exhibited on website www.diponline.org/depttd website http://phedwater.rajasthan.gov.in.

2. GENERAL DETAILS OF PEA GRAVEL:-

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<th>Item No.</th>
<th>Particulars of the Bided Goods</th>
<th>Estimated Bid Value (Rs. In Lakhs)</th>
<th>EMD (inRs.)</th>
<th>Bid Document Fee</th>
<th>Last Date of submission of the bid document</th>
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<td>1</td>
<td>Rate Contract for Supply of Pea Gravel at Ex-works/ Quarry site.</td>
<td>7.00</td>
<td>14000/-</td>
<td>500/-</td>
<td>18.06.2019 upto 2.00 pm</td>
<td>18.06.2019</td>
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3. The cost of the Bid document (Bid Document Fee) as mentioned against above item is to be paid in Cash/DD in the name of “OFFICE OF THE SUPERINTENDING ENGINEER, GWD, JAIPUR” in the manner as prescribed in the Bid document.

4. IMPORTANT DATES:

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<td>i)</td>
<td>Last date for the selling of Bid document</td>
<td>Up to 18.06.2019 up to 1 pm</td>
<td><a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a> Office of the Superintending Engineer GWD, Jaipur</td>
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<td>ii)</td>
<td>Last date &amp; time for downloading of Bid document</td>
<td>18.06.2019 up to 1 pm</td>
<td><a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
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<td>iii)</td>
<td>Submission of Bid Fee and EMD in Physical form</td>
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<td>v)</td>
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<td>vi)</td>
<td>opening of the Price Bid</td>
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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.

5. 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 “OFFICE OF THE SUPERINTENDING ENGINEER, GWD, JAIPUR”. 

NIB For Web Site
6. **Security Deposit**: Successful Bidder will have to execute an agreement in the Form SR17 within a period of 7 days of receipt of order & deposit security amount equal to 5% (As per applicability for the Bidder) of the value of the stores for which Bids are accepted within 15 days from the date of dispatch on which the acceptance of the Bid is communicated to him. The earnest money deposited at the time of Bid will adjusted towards security amount. The security amount shall in no case be less than the earnest money. The security money shall be refunded, after the expiry of contract on satisfactory completion of the same and after satisfied that there are no dues outstanding against the Bidder. The form of security money shall be a) Cash/Bank Draft/Bankers Cheque /Receipted copy of Challan b)Post Office Saving Bank Pass Book duly pledged c)National Saving Certificate, Defence Savings Certificates, Kisan Vikas Patras or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

7. The Bid for the supply shall remain open for acceptance for the period of **90 days** from the date of opening of the bid or up to the period as detailed in the Bid document.

8. If any Bidder withdraws his Bid prior to expiry of the validity period as mentioned in the Bid document or mutually extended period or makes modifications in the rates, terms and conditions of the Bid within the said validity period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement, the department shall without prejudice to any other right or remedy be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted the Bid does not execute the agreement or start the supply of goods or does not complete the supply of goods and the supply of goods has to be put to re-Biding, he shall stand debarred from participating in such re-Biding in addition to forfeiture of earnest money/security deposit and other action under agreement. If there is strong justification of believing that the Bidder or his authorized has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his Bid Security (earnest money) will be forfeited.

8. All Bidders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or discrepancies in figures or words or other discrepancies will be liable to rejections.

9. No conditional Bids shall be accepted and will be rejected summarily forthwith.
10. The department will not be responsible for any delay on account of late submission of Bids.
11. All pages and schedules of Bid documents shall be essentially filled in (wherever required) and shall be signed by the Bidder.
12. The acceptance of the Bid will rest with the competent authority who does not bind itself to accept the lowest Bid, and reserves the right to itself the authority to reject any or all the Bids received without assigning any reason.
13. No refund of Bid fees is claimable for Bids not accepted or forms not submitted.
14. All the conditions shall be prevailing as detailed out in the departmental Bid document (in the respective sections/volumes)
15. **The Bids will be accepted in physical forms.**

Superintending Engineer,

GWD, Jaipur
राजस्थान – सरकार
अधीक्षण अभियंता, भू – जल विभाग, झालाना झूंगरी, झालाना इंडस्ट्रीप्तिसाल एरिया, जयपुर
दूरभाष 0141.2710532 फैक्स– 01412710532 ई-मेल– segwdaipur@gmail.com
Website: http://phedwater.rajasthan.gov.in

:- बिड सूचना :-

बिड संख्या : B1 /2019 – 20 DTD. 31.05.2019

राजस्थान के राज्यपाल की ओर से अधीक्षकवक्तर का द्वारा निम्नानुसार पी–ग्रेवल की आपूर्ति हेतु बोनाफाईड मैन्यूफैक्टरर / हॉल सेलर/ डिस्ट्रीब्यूटर / ऑप्टिशाइज्ड डीलर/ डीलर/ सोल सेलिंग/ मार्केटिंग एजेंट / बिडर जो पी–ग्रेवल की आपूर्ति में बिद की सर्त के अनुसार अनुभव एवं योग्यता रखने वाले बिडर से " डबल कॉपर सिस्टम (डबल बिड)" के तहत निर्धारित प्रपत्र में बिद्य आपूर्ति की जाती है। बिड प्रपत्र वेबसाइट http://sopp.rajasthan.gov.in से दिनांक 18.06.2019 को दोपहर 1.00 बजे तक डाइलोड तथा कार्यालय से क्रय किये जा सकती है एवं 18.06.2019 को दोपहर 2.00 बजे तक कार्यालय में जमा करायी जा सकती है। तकनीकी बिड्स दिनांक 18.06.2019 को इस कार्यालय में दोपहर 4.00 बजे उपस्थित निवेदिताओं अथवा उनके अधिकार प्रतिनिधियों के समक्ष खोली जायेंगी। बिड प्रपत्र एवं बिड से सम्बन्धित समस्त शर्त विभागीय वेबसाइट http://phedwater.rajasthan.gov.in पर अथवा वेबसाइट http://sopp.rajasthan.gov.in/ पर देखी जा सकती है।

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(आर. के. मिश्रा)
अधीक्षण अभियंता,
भू जल विभाग, जयपुर
GOVERNMENT OF RAJASTHAN

BID DOCUMENT

FOR

Supply of Goods :- Procurement of Pea Gravel

through Annual Rate Contract

NIB No B – 1 /2019 – 20 DATE 31.05.2019
(DTC DATE 05.04.2019)

SUPERINTENDING ENGINEER
GROUND WATER DEPARTMENT
72-B JHALANA DUNGRI, JHALANA INSTITUTIONAL AREA
JAIPUR-302004
Tel : 0141-2710532 (O)
FAX : 0141-2710532
E- mail : segwdjaipur@gmail.com
website : http://phedwater.rajasthan.gov.in

MAY 2019
### Supply of Goods | Rate Contract for Supply of Pea Gravel at Ex.-works/ Quarry site

Issued to:
M/s

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<td>Cost of Bid documents (Bid Document Fee)</td>
<td>Rs. 500/- per set of Bid documents in cash or DD in favor of Superintending Engineer, GWD, Jaipur. (Rs. 250/- for Micro, Small and Medium Enterprises of the State of Rajasthan.)</td>
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<tr>
<td>2</td>
<td>Estimated Cost</td>
<td>Rs. 7.00 Lacs</td>
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<tr>
<td>3</td>
<td>Earnest Money (Bid Security)</td>
<td>Rs. 4000/- for all enterprises other than Micro, Small &amp; Medium Enterprises of Rajasthan. Rs. 3500/- for Micro, Small and Medium Enterprises of the State of Rajasthan.</td>
</tr>
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<td>4</td>
<td>Place and address for Selling of Bids (may be downloaded from <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</td>
<td>Superintending Engineer, GWD, 72-B Jhalana Dungri, Jhalana Institutional Area, Jaipur-302004 Telephone No.(0141) 2710532 Fax: 0141- 2710532 e-mail: <a href="mailto:segwdjaipur@gmail.com">segwdjaipur@gmail.com</a> website: <a href="http://phedwater.rajasthan.gov.in">http://phedwater.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>5</td>
<td>Place and address of receiving and opening of Bid.</td>
<td>Superintending Engineer, GWD, 72-B Jhalana Dungri, Jhalana Institutional Area, Jaipur-302004 Telephone No.(0141) 2710532 Fax: 0141- 2710532 e-mail: <a href="mailto:segwdjaipur@gmail.com">segwdjaipur@gmail.com</a> website: <a href="http://phedwater.rajasthan.gov.in">http://phedwater.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>6</td>
<td>Last Date for Selling of Bid documents</td>
<td>18.06.2019 up to 1.00 P.M.</td>
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<tr>
<td>7</td>
<td>Last date for submission of Bid documents</td>
<td>18.06.2019 up to 2.00 P.M.</td>
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<td>8</td>
<td>Validity of Bids</td>
<td><strong>90 days</strong> from the date of opening of bid.</td>
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Superintending Engineer
Gwd, Jaipur
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Section – (b)

Instruction to Bidders

(INSTRUCTIONS TO BIDDERS (ITB))

1. General Information:
   1.1 Executing Agency / Purchaser: The Executing Agency or Purchaser for the supply of the Bided goods is the Ground Water Department, Rajasthan through the Superintending Engineer, G.W.D. Jaipur, or other agency as decided by the Govt.
   1.2 Type of Contract: The Contract is item rate type contract which includes supply of the goods as per Bid specification upon approved rates under the contract period. The name of the supply of goods under this Contract is “Rate Contract for supply of Pea Gravel at Ex-works/ Quarry site.”
   1.3 All supply of goods, proposed for supply under the Contract, are notified in the bid document under the headline “Scope of work” and “Technical Specifications”.
   1.4 The Bidder is required to study all instructions, forms, terms, conditions and other details in the bid documents before completing the Price schedule. The Specifications, Schedules etc. are to be considered as explanatory of each other and no advantage shall be taken of any omission in bid documents. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
   1.5 The bidder shall sign a declaration under the official Secrets Act for maintaining secrecy of the bid documents, drawings or other records connected with the work given to him in form given below.

Declaration

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

1.6 Bidders shall submit only unconditional bids. Conditional bids are liable to be rejected summarily. The bid documents show already the specific terms and conditions on which bids are required by the Department. Hence all bids should be in strict conformity with the bid documents and should be fulfilled in, wherever necessary, and initialed. Incomplete bid is liable to be rejected. The terms and conditions of the bid documents are firm; as such conditional bids are liable to be rejected.

1.7 The contractor / supplier shall comply with the provisions of the Apprenticeship Act 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The contractor / supplier shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the act.

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

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

1.10 The Bidder firm should be essentially GST registered and shall submit copy of the self-attested document about GST Registration. Technical offer should be accompanied with latest G.S.T. clearance/ G.S.T. registration certificate from the concerned Departmental authorities, without which the Bid may not be entertained.

2. Address for Communications: Superintending Engineer, Ground Water Department, 72-B Jhalana Dungri, Jhalana Institutional Area, Jaipur- 302004. Ph. 0141-2710532 email – segwdaipur@gmail.com.
3. **Period of Rate Contract:**

3.1 The period of the Rate Contract is **12 months** from the date of issuance of Rate Contract Letter. However, the period of contract may be extended for a further period of 3 months or for an additional quantity of 50% as per rule of the Bided quantity whichever occur earlier with mutual acceptance.

3.2 **Definitions:**

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

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

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

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

4.1 **Eligibility Criteria:**

(A) **Technical Criteria**:

1. **Work Experience:** The Bidder should have experience of supplying the Bided item i.e. Pea Gravel. The Bidder will have to submit the copies of the documents indicating experience of supplying in Govt. Enterprises and shall submit a certificate of satisfactory supply.

2. **Qualification to the sample test:** It is essential for a Bidder to submit sample as per requirement indicated in Bid specification and department will arrange sample testing at their level. It is essential for pre qualification of a Bidder to qualify in test results of all the parameters as well as fulfillment of all conditions as required and mentioned in the Bid specifications, failing which will dis-qualify the Bidder for opening of their financial Bid.

(B) **Financial & Other Criteria**:

1. Bidder firm shall submit Bid Security (earnest money) /Bid fee in prescribed form.
2. Responsive to all requirements of the Bid documents and the instruction.

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

5. **Bid Document:**

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

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

5.2 **Cost of Bidding:**

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

5.2.2 It shall be obligatory on the successful bidder to pay stamp charges on the contract for preparation of contract agreement, as ruling on date of execution of the contract agreement.
5.3 **Bidder to inform himself fully:** The Bidder shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract price, as to the general circumstances at the delivery site of the material, as to the general labour position, as to the transport conditions, as to availability of approach road, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these.

The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the Department.

5.4 **Omissions, errors and Clarification:** Bidders shall carefully examine the scope of work and/or specifications of the goods and fully inform themselves as to the conditions and matters, which may in any way affect the supply or the cost thereof. If a Bidder find discrepancies or omissions in the documents or in doubt as to their meaning he should notify the Department in writing. Bidder is requested, to submit all clarifications in writing or by fax, to reach the Department before two days of bid submission. The Department may respond to any request that is made prior to this deadline.

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

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

5.5 **Amendment of Bidding Documents:**

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

5.5.2 The amendment will be notified on the web site [http://sspp.rajasthan.gov.in](http://sspp.rajasthan.gov.in) through post or E-mail and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

5.5.3 In order to provide reasonable time to prospective Bidders to take the amendment into account in preparing their bid, the Department may, at its discretion, extend the deadline for the submission of bids, in which case, the Department will notify/publish the extended deadline, for submission of Bids on website [http://sspp.rajasthan.gov.in](http://sspp.rajasthan.gov.in) and as per publication rules.

6. **Preparation of Bids:**

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

6.2 **Alteration of Designed Components not acceptable:**

6.2.1 No principal deviations and exceptions are allowed, in the specifications and in the basic requirements of the goods.

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

6.3 **Makes and Origin of the equipment:**

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

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

6.3.3 The bidder shall offer rates for the items, confirming to prescribed specifications indicated in the "Scope of Work and/or Technical specification".
Whichever goods / equipment is proposed in the bid or considered by the bidder for the financial offer, the goods / equipment to be finally provided in case of award shall correspond to the specifications of the bid documents and is subject to the approval of the competent officer.

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

6.5 **Bid Prices:**

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

6.5.2 The Bidder should quote his item rates inclusive all the Taxes prevailing in state. The rates quoted must be FOR delivery at Ex-works/ Quarry site inclusive of packing, forwarding, loading, unloading, transportation, insurance charges.

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

6.5.4 For all imported goods / equipment(s) or components, the Bidder under this Contract must provide a copy of the duties paid for the record of the department.

6.5.5 GST or any other taxes or levies will be deducted as per applicable ruling by the DDO.

6.6 **Bid Currency:** All prices shall be quoted in the Indian Rupee.

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

6.7.1 To establish the conformity of the Goods and Related Services to the Bidding Documents the Bidder shall furnish as part of its bid the documentary evidence that the Goods conform to the technical specifications and standard specified in the each part of the technical specifications.

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

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

(i) That, if required in the BDS, a bidder that does not manufacture or produce the goods it offers to supply shall submit the Manufacturer's Authorization using format given in the conditions of the Bid to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these goods to the purchaser.

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

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

6.10 **Bid Security (Earnest Money):**

6.10.1 Bid Security amounting to Rs.14000/- in Indian Rupees must accompany each bid in cash or Banker's Cheque/Demand Draft in the name of Superintending Engineer, G.W.D. Jaipur payable at “Jaipur”. The cash amount shall be deposited with the Cashier or authorized clerk in physical form and submitted the receipt of cash/ DD/ BC with technical Bid. Bid Security for State SSI and Sick Units of Rajasthan will be as per applicable rules.

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

6.10.3 The Earnest Money / Bid Security may be forfeited

(a) If the Bidder withdraws its bid during the period of bid validity
(b) If the Bidder fails within the specified time limit to sign the Contract Agreement, in accordance with ITB Clause.

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

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

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

6.11 Cost of Bid Document and Processing Fee: Bid fee as required in NIB shall be deposited either in form of cash or bankers cheque or demand draft of Nationalized or Scheduled bank in the name of Superintending Engineer, G.W.D. Jaipur payable at Jaipur. The fee is to be deposited in the office of the Superintending Engineer, GWD, 72-B JHALANA DUNGRI, JHALANA INSTITUTIONAL AREA, Jaipur with technical Bid within prescribed time schedule.

6.12 Period of Validity of Bid:
6.12.1 The Bid for the supply of goods shall remain open for acceptance for a period of 90 days or mutually extended period from the date of opening of the Pre-qualification / Price Bid as per terms and conditions of the contract. A bid valid for a shorter period shall be rejected by the department as being non-responsive. If any bidder withdraws his bid prior to expiry of said validity period or mutually extended period or makes modification in the rates, terms and conditions of the bid within the said period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement, the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.

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

6.13 Format and Signing of Bid:
6.13.1 The Bid Document along with relevant amendment(s) can be downloaded from http://sopp.rajasthan.gov.in. Bidders are required to fill and sign their complete bid document and submit with Technical Bid.

6.13.2 Wherever required, the representative of the firm, as below, must sign the bid document. In the event of the bid being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a Company, the duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence shall sign the Bid.

6.13.3 Wherever required, the representative of the firm, as below, must sign the bid document.

6.13.4 The documents listed in ITB clause, along with addendum’s issued till the date of bid submission, shall be filled by the bidder and to bind the bidder to contract. All pages of the bid shall be signed and stamped.

6.13.5 The submitted document of the bid shall contain no alterations, or additions, unless notified. In case the bidder makes any addition or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail.

6.13.6 All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
6.13.7 The Bid to the goods shall not be witnessed by a Bidder or Bidders who himself / themselves has / have not bid or who may not and has / have not bided for the same Goods.

7.0 Sealing and Marking of Bids:

7.1 Bidder shall submit their offer Physically up to time and date in the manner described below. However the cash against Earnest Money/ Bid fee should be physically deposited on or before its scheduled date and time in the office of the Superintending Engineer G.W.D. Jaipur.

(a). Receipt of Cash deposited in the office of the Superintending Engineer G.W.D. Jaipur or Demand Draft or Bankers Cheque (as applicable) towards Bid fee and EMD

(b). Original Affidavit related to power of attorney (Appendix - 1)

(c). Original Affidavit related to bidding capacity : Not Applicable

(d). Bidder who is availing benefit of concessional Bid Security shall enclose an Affidavit duly notarized as per format enclosed. (For Micro/Small/Medium Units of the State of Rajasthan)

Shall be submitted in First cover.

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

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

Pre-qualification and Technical bid

This shall contain pre - qualification documents and related documents as detailed below and to be sealed in first cover duly marked as "TECHNICAL BID":

(a) Proof of depositing Bid Fee and Earnest Money.

(b) Latest GST Registration / clearance certificate.

(c) The name and designation of person signing shall be clearly indicated. In case of partnership firm/ limited Co./group of companies, Power of Attorney (As per format enclosed at Appendix - 1) issued on non - judicial stamp of Rs 100/- duly notarized in favor of person signing the documents/schedules shall accompany the bid. Such power of attorney for the authorized person should be issued by the partner(s) or authorized signatory.

(d) Bid letter "Appendix - 2".

(e) An undertaking confirming that for modifications/ deviations to conditions of contract / technical specifications no price information is indicated in First cover envelope shall be enclosed. Bids not containing such under taking will not be considered for further evaluation. "Appendix - 3".

(f) Declaration in Appendix - 4'

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

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

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

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

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

(l) Pre-Qualification schedules as required along with supporting documents consisting of Schedule-3.

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

7.4 Deadline for Bid Submission: Both technical and financial envelopes are to be submitted physically before the scheduled date and time for submission prescribed by department or extended date in the office of the Superintending Engineer GWD, JAIPUR.

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

8.0 Bid Opening:

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

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

9.0 Evaluation:

9.1 Preliminary Examination of Bids:

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

9.1.2 Substantial Bid: Notwithstanding the preliminary examination, the Department will determine the substantial Bidder. Substantial Bids are those which meet the following requirements.

(i) Properly signed and submitted.
(ii) Earnest money/Bid fee in the required format from a Nationalized/ Scheduled bank.
(iii) Responsive to all requirements of the Bid documents and the instructions to bidders.
(iv) Clarification and substantiation required to assess the quality of the offer.
(v) If a Bid is not substantially responsive it will be rejected by the Department and will not be used for further evaluation. The financial offers of insubstantial Bidder will not be opened. The Department’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
(vi) It is expressly stated that the information contained in the Envelope 1 of the Bid will be used to define whether a Bid is substantial or not. The Bidders are, therefore, advised to submit complete Bids only.

9.1.3 Evaluation for Pre-Qualification:

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

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

(iii) In an effort to satisfy that all bids are sufficient to meet the Department’s requirement, evaluation of the pre-qualification bid shall be made. The information for such details has been asked in the formats given with ITB of the bid document.

(iv) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 6.7 and 6.8, to confirm that all requirements specified in technical specifications and in qualification criteria have been met without any material deviation or reservation.

(v) The Department reserves the right not to consider any deviation that in the sole discretion of the Department is found unacceptable. The Department shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

9.2 Financial Evaluation:

(i) The financial offer of all qualified bidders determined responsive will be opened at a date notified to all qualified bidders.

(ii) The Superintending Engineer GWD, JAIPUR or other duly authorized Committee will open the bids in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial bids, and will enter the rate/amount of all bids in the register of Opening of Bids.

The Bidder has to quote the rates in the respective schedules of execution part. The Bids shall be ranked on increasing order of the Bid price.

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

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

10.1.1 **DDO(s):** It is proposed to conclude an annual rate contract (ARC) for the supply of Bided items and the rate contract will be operated by the DDO(s) – Direct Demanding Officers.

(a) The Executive Engineer, GWD, Bikaner, Jaipur, Alwar, and SE, GWD, Jaipur, Circle Jaipur, will be the DDO(s) to operate the Rate Contract as per terms and conditions of the Bid and the R/C letter.

(b) An authorization letter for purchase of particular quantity of goods against the R/C will be issued by the office of the SE, GWD, Jaipur to the DDO concerned against their justified requirement and copy will be endorsed to the supplier firm. The supplier firm will ensure that the P.O. placed by the DDO is as per authorization and if any discrepancy found same may be reported to the DDO and to the Office of the SE, GWD, Jaipur and supply should not be executed upon such P.O. If any supply executed by the supplier without any authorization or deviated supply from the authorization or after completion of the R/C it will be the risk of the firm and the DDO.

(c) P.O. against the authorization will be issued by the DDO(s) as per the terms and conditions of the Bid and as per the R/C and DDO will ensure the receipt of the PO by the supplier on the date of issuance of PO by any means i.e. through email / fax and same will be sent through speed post.

(d) Any type of discrepancy or defect in the P.O. issued by the DDO(s) the same shall be reported to the DDO within 7 days from the date of issuance of the PO.

(e) The Executive Engineer concerned declared as DDO shall collect the ordered material and quantity by themselves at Ex-works/ Quarry site site of successful Bidder.

(f) All the formalities related to receipt and inspection of material will be done by the respective Ex. En. and the concerned Ex. En. will be the paying officer and will make payment as per terms. The concerned Ex. En. will also ensure that goods supplied are as per specification and if any defect in the supply the concerned Ex. En. will directly deal the same and take action as per terms and conditions.

10.2 **Purchaser's right to vary quantity:** The Purchasers reserves the right to increase or decrease the quantity of goods provided this does not exceed the percentage as per RTPP Rules.

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

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

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

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

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

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

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

a) Agreement (format enclosed)

b) Letter of award and any pre-award correspondence between department and the Bidder

c) Complete Bid documents with all addendum contained in including, ITB, GCC, SCC, Technical Specifications, Price Schedule etc.
10.6 Pre-award Formalities:

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

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

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

10.7 Corrupt or Fraudulent Practices:

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

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition.

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

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

Signature of authorized representative

..................................................
Appendix - 1

Format for Power of attorney of the representative of a firm

The firm M/s ............................................ authorize the following Representative to sign and submit the Bid document, negotiate terms and conditions for the contract, to sign the contract, to deal with the G.W.D. to issue and receive correspondence related to all matters of the Bid for the "Procurement of Pea Gravel through Annual Rate Contract" against NIB No. NIB No B - 1 /2019 - 20 DATE 31.05.2019 of Superintending Engineer GWD, Jaipur. We / M/s .................................. undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm’s

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the All Partner</th>
<th>Signature of Partner with Seal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Name and Designation of the person Authorized</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Attested Signature of the Authorized Representative</td>
<td></td>
</tr>
</tbody>
</table>

For Limited Firm’s

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

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

To: The Superintending Engineer,
Ground Water Department, Jaipur – 302 004

Subject: Bid for “Rate Contract for Supply of Pea Gravel at Ex-works/ Quarry site.”

Ref.: - Your NIB No NIB No B-1 /2019 - 20 DATE 31.05.2019

Dear Sir,

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

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

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

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

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

6. Together with the Bid we submit the earnest money of Rs ....................... as .................

Dated this ....................... day .................. 2019......................

Name designation and signature of
Authorized representative of the firm

Undertaking by Bidder

I/ We undertake and confirm that “for modifications/deviations to Conditions of Contract / Technical Specifications no price information is indicated in Envelope 1.
I/ We understand that if this Undertaking is found to be incorrect, our Bid may not be considered for Evaluation in future for financial evaluation, for which I/WE shall be liable for all consequences and / or damages.

Signature with seal ______________________
Full Name ____________________ Designation ________________
Address ____________________________ (Authorized representative)

Appendix- 3

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

Signature with seal ______________________
Full Name ____________________ Designation ________________
Address ____________________________ (Authorized representative)

Appendix - 4
Declaration under the Official Secret
I / We hereby declare that I / We shall treat the Bid documents, drawings and other records, connected with the work/ goods, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am /are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.
I / We understand that failure to observe the secrecy of the Bids will render the Bid, liable to summary rejection.

Signature with seal
Full Name ___________________________ Designation ___________________________
Address ____________________________

(Authorized representative)

Declaration by the Bidder
In relation to my/our Bid submitted to SE GWD, Jaipur for Procurement of Pea Gravel through Annual Rate Contract.
I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:
1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authorities as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended or not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competitions.

Date: ____________________________ Place: ____________________________

Signature with seal
Full Name ___________________________ Designation ___________________________
Address ____________________________ (Authorized representative)
### Section – (c)

**Bid Data Sheet (BDS)**

<table>
<thead>
<tr>
<th>ITB Clause Reference</th>
<th>1. General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Purchaser is: Superintendent Engineer, Ground Water Department, Jaipur, Rajasthan (India) &amp; DDOs. Declared in the Bid or any other agency as declared by the Govt..</td>
</tr>
<tr>
<td>ITB 1.2</td>
<td>The name and identification number of the Bids are: Rate Contract for supply of Pea Gravel at Ex-works/ Quarry site. Ref no: B-1/2019-20 Dated: 31.05.2019.</td>
</tr>
<tr>
<td>ITB 1.3</td>
<td>It is essential for a Bidder firm to be registered in GST a self-attested copy of the document about GST registration indicating GST Registration No. is to be submitted with technical offer.</td>
</tr>
</tbody>
</table>

### 2. Address for Communication

**ITB 2**

Superintending Engineer, 72-B Jhalana Bagh, Jhalana Institutional Area, Ground Water Department, Jaipur-302004, Rajasthan (India) Phone: 0141-2710532 Facsimile number: 0141-2710532 Electronic mail address: segw@jaipur@gmail.com

### 3. Period of Rate Contract

**ITB 3.1**

The supply of goods is proposed to be done through Annual Rate Contract, it is therefore proposed to conclude annual rate contract for a period of 12 months for the execution of the supply of Bided goods as per requirement and conditions of the contract.

### 4. Eligibility and Pre-Qualification Criteria

**ITB 4.1(A)(I)**

Every Bidder will have to deposit samples of their offered product as:

1. 3 packets each of 10 Kg for Pea Gravel offered as Grade B
2. 3 packets each of 10 Kg for Pea Gravel offered as Grade C.

Above samples are required to be deposited in the office of the Superintending Engineer GWD, Jaipur upto 2.00 pm of 18.06.2019. Bids without submission of required samples before closing time of submission of the same shall be rejected for opening of such technical bids.

### 5. Bid Document

**ITB 5.1**

Amendment of Bidding Documents will be notified on the website [http://sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) or at the address of the bidder through post / email.

### 6. Preparation of Bids

**ITB 6.1**

The language of the bid is: Hindi or English

**ITB 6.2**

Manufacturer's authorization is: Not Applicable

**ITB 6.3**

The prices quoted by the Bidder shall be firm and fix no price variation during the course of contract will be applicable.

**ITB 6.3.1**

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

**ITB 6.4**

The Bidder is required to quote the price in Indian Rupees only.

**ITB 6.5**

Joint Venture: Not accepted

**ITB 6.6**

Bid shall include a Bid Security for an amount of Indian Rs. 14000/- and is required to be deposited in cash or in form of Banker's Cheque / Demand Draft of Nationalized or Scheduled Bank in favour of Superintending Engineer, G.W.D. Jaipur, payable at Jaipur. The proof of Bid Security is required to be submitted in envelope 1 in the office of the Superintending Engineer GWD, JAIPUR before the closing date and time for submission of the same. Bid Security for the Micro, Small and Medium enterprises of the State of Rajasthan shall be Indian Rs. 3500/-. Last date & time for submission of Bid Security in Physical Form: 18.06.2019 upto 1:00 pm

**ITB 6.7**

Cost of Bid Document:

**The Bid Document Fee**: Indian Rs.500/- is required to be deposited in form of Banker's Cheque / Demand Draft of Nationalized or Scheduled Bank in favour of Superintending Engineer, G.W.D. Jaipur, payable at Jaipur. The bidding document shall be provided to the micro, small and medium enterprises at 50% of the prescribed bid document fee i.e. Indian Rs.250/-. Last date & time for submission of Bid Document Fees: 18.06.2019 upto 1:00 pm

**ITB 6.8**

The bid validity period shall be 90 days.

### 7. Sealing and Marking of Bids

**ITB 7.1**

Submission in Physical Form: Bidder shall submit the proof of Bid Document Fee and Bid Security with other documents as mentioned in ITB 7.1 within the closing time for submission of the same as mentioned in the NIB and Conditions of the Bid.

**ITB 7.2**

The First cover (Envelope – 1) shall be marked as "TECHNICAL BID" and the 2nd cover (Envelope – 2) shall be marked as "PRICE BID" along with additional identification marks: " Rate Contract for supply of Pea Gravel at Ex-Works" B-1/2019-20 dated, 31.05.2019.

**ITB 7.3**

For bid submission purposes, the Purchaser's address is: Superintendent Engineer, Ground Water Department, 72-B Jhalana Bagh, Jhalana Institutional Area, Jaipur-32 004 - Rajasthan (India)
The deadline for the submission of bids is: Date: 18.06.2019 Time: 14:00 Hrs. (IST)
### 8. Bid Opening and Evaluation

**ITB 8.1** The bid opening shall take place at: *Superintending Engineer, Ground Water Department, 72-B Jhalana Dungri, Jhalana Institutional Area, 302 004 *-Rajasthan (India)* Date: 18.06.2019 Time: 16:00 (IST)

### 9. Evaluation and Comparison of Bids

**ITB 9.1** Domestic preference *shall* be taken at the time of bid evaluation.

**ITB 9.1.1** In addition to the qualification criteria mentioned in the Section - Evaluation and Qualification Criteria and also in ITB 4 following criteria will also considered for deciding the qualification of bidder.

(a) Deviation in Delivery schedule: No deviation will be accepted  
(b) Deviation in payment schedule: No deviation will be accepted  
(c) the availability in the Purchaser's Country of spare parts and after-sales services for the goods offered in the bid: NA  
(d) the guarantee / warranty of the goods offered; No deviation will be accepted

### 10. Award of Contract

**ITB 10.1** (a) DDO(s): The Executive Engineer, GWD, E, Ekaner, Jaipur, Alwar and SE, GWD, Jaipur, Circle, Jaipur will be the DDO(s) to operate the Rate Contract as per terms and conditions of the Bid and the R/C letter.  
(b) Authorization letter: Will be issued by the SE GWD Jaipur by virtue of which the particular DDO will be authorized to purchase specified qty. of good against the R/C.  
(c) Purchase Order: P.O. against the authorization will be issued by the concerned DDO(s).  
(d) Non acceptance of P.O.: Shall have to be reported to the concerned DDO(s) within 7 days from the date of issuance of the P.O.  
(e) Inspection, defect under guarantee period: Inspection will be carried away by the DDO,

**ITB 10.2** The maximum percentage by which quantities may be increased is: 50% / *as per rule*
Section - (d)
Qualification and Evaluation Criteria
Qualification and Evaluation Criteria

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

1. Domestic Preference
1.1 Preference To State Units and Placement Of Supply Orders

(I) Purchase and Price preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(8)FD/GF&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 price preference or purchase preference or both under the above notification, an application, as prescribed shall be submitted by the local enterprises to the General Manager, District Industries Department. The certificate [Appendix - B point no. 7(iii)] issued by the DIC upon the application is required to be submitted by such bidders to avail the price preference or purchase preference or both under the above notification.
(b) Every micro, small and medium enterprise shall be required to submit an affidavit as per format given Appendix - 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 even after grant of price preference, and the bidding enterprise from outside the state is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfillment of all required specifications and conditions of the bid:-
(a) Opportunity shall be given to local enterprises to supply 80% of the Bid quantity.
(b) Order for 20% quantity shall be given to the original lowest bid outside enterprises subject to its commitment. However, where State enterprises are not available on parallel contract, entire purchase shall be made from lowest outside unit subject to its commitment.
(c) Out of this 80% , 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 . In such case, price preference shall no longer be applicable and net lowest price (L1 price) would be required to be matched.
(f) In case, the lowest local enterprises does not agree to the counter offer or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for the supply of goods to the Micro, Small and Medium enterprises of the Rajasthan State may be given to the extent of their capacity by breaking the order in part for procurement of goods , in the manner provided in rule 74 of the RTPP Rules, 2013.

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

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

2. Evaluation Criteria (ITB 36.3 (d))

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

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

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

(c) The availability in the Purchaser's Country of spare parts and after-sales services for the goods offered in the bid: NA

(d) The guarantee / warranty of the goods offered: No deviation will be accepted
Section – (e)
Bidding Forms

Bid Form

To
The Superintending Engineer,
Ground Water Department,
72-B Jhalana Dungri, Jhalana Institutional Area,
Jaipur-302004

Subject: Bid for **Procurement of Pea Gravel through Annual Rate Contract**

Dear Sir,

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

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

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

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

5. Unless and until the formal agreement is prepared and signed, this Bid, together with your written acceptance thereof shall constitute a binding contract between us.

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

7. Together with the Bid we submit the earnest money of Rs ........................ as ...........................................Dated this ................................... day ........................................... 2019

...........................................
Name, Designation and Signature of
Authorized representative of the firm
1. **Bid Forms**

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

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

1.1 **Bid forms and supporting papers required**

<table>
<thead>
<tr>
<th>Designation</th>
<th>What to do?</th>
<th>Supporting papers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement having read Bid Document and addenda</td>
<td>To be filled in, signed and stamped</td>
<td></td>
</tr>
<tr>
<td>General information about the Bidder</td>
<td>To be filled in, signed and stamped</td>
<td><em>Power of attorney, attested by notary on non-judicial stamp paper of Rs 100/-</em>&lt;br&gt;*Earnest money and Bid fee in required form&lt;br&gt;*GST clearance certificates as detailed in Bid document</td>
</tr>
<tr>
<td>Bid Letter, Declaration and Undertakings</td>
<td>To be filled in, signed and stamped</td>
<td></td>
</tr>
<tr>
<td>Pre-Qualification Schedules</td>
<td>To be filled in, signed and stamped</td>
<td><em>Evidence of work experience of firm.</em></td>
</tr>
</tbody>
</table>

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

1.2 **Statement having read the Bid documents**

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

**Bid documents purchased from GWD**

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

1. **Addenda issued by GWD**

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

*TO BE FILLED IN BY THE BIDDER

Signature of authorized representative.................................................................
1. PRE-QUALIFICATION SCHEDULES

1.1 Details of Experience related to supply of:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Name of the Deptt.</th>
<th>Work Order No/ date/</th>
<th>Ordered Qty. (MT)</th>
<th>Supplied Qty. (MT)</th>
<th>Copy of the Work order / Rate Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2 Details of Ex- Works applicable for price quoted as Ex. Works:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Detailed Location of Ex. Works</th>
<th>Previous Experience of supply of material from Ex. Works Location (Please enclose copies of such orders executed by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF AUTHORIZED REPRESENTATIVE..........................................................

Schedule - 3

Deviations from Technical Specification

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

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

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

Signature of authorized representative..........................................................
Section - (f)
General Conditions of the Contract (GCC)
&
Special Conditions of the Contract (SCC)

FORM: SR-16

PHONE: 0141-2710532 website http://phedwater.rajasthan.gov.in E-Mail: seguydjaipur@gmail.com

GOVERNMENT OF RAJASTHAN
OFFICE OF THE SUPERINTENDING ENGINEER, G.W.D, JAIPUR

CONDITIONS OF BID AND CONTRACT FOR OPEN BID
(General Conditions of the Contract - GCC)

(including Form SR-11, Bid Form SR-15 and clarification/Guidelines for submission of Bid)

NOTE: Bidders should read these conditions carefully and comply strictly while submitting their Bids.

1. Sealing of Envelope:- Bids must be enclosed in a properly sealed envelope according to the directions given in the Bid notice. (See Amendment Sheet)
   a. The bidders who are interested in bidding can download the Bid documents from http://sppp.rajasthan.gov.in
   b. The Bids will be accepted in physical forms in the office of SE GWD, Jaipur in the given time schedule.

2. "Bids by bonafide dealers" : Bids shall be given only to bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORM-11 (copy enclosed).

3. Change in the constitution of firm:-
   (i) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the Purchase Officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
   (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/she agree to abide by all its terms, conditions & deposit with the Purchase Officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

4. GST Registration & Clearance Certificate : No Bidder who is not registered under the GST Act prevalent in the State where his business is located shall Bid. The GST Registration Number should be quoted.

5. Income Tax Clearance Certificate : Bidders will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the Bids without which Bid may not be considered. (DELETED) (See Amendment - 12)

6. Filling and Signing of each page of the Bid:- Bid forms shall be filled in ink or types. No Bid filled by pencil shall be considered. The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid.

7. Rate shall be written both in words and figures: There should not be errors and/or over-writings. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the GST.

8. Rate Component:- All rates quoted must be FOR Ex-works/ Quarry site and should include all incidental charges except Octroi, Central/Rajasthan GST which should be shown separately. In case of local supplies the rates should include all taxes etc. & no cartage or transportation charges will be paid by the Government. Goods to be purchased are for the purpose of official use, hence Octroi is not payable. The rates, therefore, should be exclusive of Octroi and Local Tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case a certificate in the prescribed form will be furnished alongwith the supply order.

9. Comparison of Rates : 
   (i) In comparing the rates Bided by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan GST shall be excluded whereas that of Central GST shall include.
   (ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan GST shall be included.


11. Validity : - Bids shall be valid for a period of 90 days from the date of opening of Bid.

12. Carefully examination of the conditions, specifications, size, make & drawings etc:- The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make & drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. Subletting the Contract:- The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
14. **Specification**

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the Bid form and where-ever articles have been required according to ISI Specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number____, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any shall be final and binding on the Bidders.

(iii) **Warranty/Guarantee clause** :- The Bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of (As per SCC) from the date of delivery of the said goods/stores/articles to be purchased that notwithstanding the fact that the purchaser may have inspected and/or approved the goods/stores/articles, if during the aforesaid period of ___ days/months, the said goods/stores/articles be discovered not to conform to the description & quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final & conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description & quality, on such rejection the goods/articles/stores will be at the seller’s risk and all the provisions relating to rejection of goods, etc., shall apply. The Bidder shall if so called upon to do, replace the goods etc. or such portion thereof as is rejection by the Purchase Officer, otherwise the Bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the Bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.

(v) In case of machinery and equipment specified by the Purchase Officer the Bidder shall be responsible for carrying-out annual maintenance and repairs on the terms & conditions as may be agreed. The Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

15. **Inspection**

(a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises & shall have the power at all reasonable time to inspect & examine the material & workmanship of the goods/equipment/machineries during manufacturing process or after-wards as may be decided.

(b) The Bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

16. **Samples** :- Bids for articles marked within the schedule shall be accompanied by two set of samples of the articles Bided properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid & the RR or GR should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the Bidder.

17. **Making of Samples** :- Each samples shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample the name of the Bidder and serial number of the item, of which it is a sample in the schedule.

18. **Return, collection & forfeiture of the approved sample** :- Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained. Each sample shall be collected by the Bidder on the expiry of stipulated period. The Government shall refuse to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.

19. **Return, collection & forfeiture of the unapproved sample** :- Samples not approved shall be collected by the unsuccessful Bidders. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost etc. shall be entertained.

20. **Receipt of supply and testing of sample from supply** :- Supplies when received shall be subject to inspection to ensure whether they conform to the Specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government Laboratories, reputed testing house like Shri Ram testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Draw of Samples**: In case of tests, samples shall be drawn in four sets in the presence of Bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

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

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

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

24. **Removal of rejected** articles shall be removed by the Bidder within 15 days of notice or rejection, after which Purchase Officer shall not be responsible for any less, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder’s risk and on his account.

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

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

27. **Direct or indirect canvassing**: Direct or indirect canvassing on the part of the Bidder or his representative will be disqualification.

28. **Delivery Period**: The Bidder whose Bid is accepted shall arrange supplies within a period of from the date of supply order by as under:-(As per SCC)

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

29. **Earnest Money**:-(a) Bid shall be accompanied by an earnest money of Rs. 14000/- without which Bids will not be considered. The amount should be deposited in either of the following forms in favour of Superintending Engineer, Ground Water Department, Jaipur/ in the office of the S.E. GWD, JAIPUR in Physical Form before the date and time for closing of the submission of EMD and other fees.

   (i) Cash through Treasury Challan deposited under head: “8443 – Civil Deposits – 103 – Security Deposits”.

30. **Refund of earnest money**: The earnest money of unsuccessful Bidder shall be refunded soon after final acceptance of Bid.

31. **Partial exemption from Earnest Money**:-(a) The Micro, Small and Medium Enterprises situated in Rajasthan registered with the Director of Industries, Rajasthan, Jaipur shall make payment of bid security @ 0.5% of the value of stores intended to be offered in respect of items for which they are registered. Such units are required to furnish a certificate from the Director of Industries Rajasthan and an attested copy of acknowledgement of EM II with an affidavit in the format mentioned in appendix ‘B’ at Sr. No.7(iv). If the affidavit is furnished in another format, the same shall be required to be furnished in proper format before opening of price bid otherwise price bid shall not be opened.

   (i) In case of Micro, Small and Medium Enterprises situated in Rajasthan, the Bidder shall submit an undertaking in respect of the production capacity of the items to be supplied or any other such evidence along with the bid in the format given at Sr. No. 8(c) of appendix ‘B’.

   (c) The registration certificate as per clause 29(2)(a) above should be for manufacturing of Bid Item.

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

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

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

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

   (i) When Bidder withdraws or modifies the offer after opening of Bid but before acceptance of Bid.

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

   (iii) When the Bidder does not deposit the security money after the supply order is given.
(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31. (1) **Agreement and Security Deposit / Performance Security**: 
   (i) Successful Bidder will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order & deposit security equal to 5% of the value of the stores for which Bids are accepted within 15 days from the date of dispatch on which the acceptance of the Bid is communicated to him.
   (ii) No interest will be paid by the department on the security deposit money.
   (iii) The earnest money deposited at the time of Bid will be adjusted towards security amount. The security amount shall in no case be less than the earnest money.
   (iv) The form of security money shall be as below:
      3. National Savings Certificate, Defence Savings Certificates, KisanVikasPatras or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
   (v) The security money shall be refunded within one month of the final delivery of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the Bidder.

32. **Forfeiture of Security Deposit**: Security amount in full or part may be forfeited in the following cases:
   a) When any terms and conditions of the contract is breached.
   b) When the Bidder fails to make complete supply satisfactorily.
   c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

4. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
   i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to-pay the freight together with departmental charges 5% of the freight will be recovered from the supplier's bill.
   ii) RR should be sent under Registered cover through Bank only.
   iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
   iv) Remittance charges on payment made shall be borne by the Bidder.

33. **Insurance**: 
   (i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.
   (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corp. of India or its subsidiaries.

34. **Payments**: 
   (i) Advance payment will not be made except in rare & special cases. In case of advance payment being made, it will be against proof of dispatch & to the extent, as prescribed in financial powers by rail/reputed goods transport companies etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Bidder.
   (ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the Bidder to the Purchase Officer in accordance with GF&AR all remittance charges will be borne by the Bidder.
   (iii) In case of disputed items, 10 to 50% / as per rule of the amount shall be withheld and will be paid on settlement of the dispute.
   (iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conformance to the prescribed specifications.

34. **Delivery Period & Liquidity damage**:
   i) The time specified for delivery in the Bid form shall be deemed to be essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
   ii) **Liquidated Damages**: - In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply:
      1) [a] Delay up to one-fourth period of the prescribed delivery period. 2½%
      [b] Delay exceeding one fourth but not exceeding half of the prescribed period. 5%
35. **Recoveries:-** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles & in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

36. **Import License:-** Bidder's must made their own arrangements to obtain import license, if necessary.

37. **Additional condition or the conditions in conflict with the bid condition:-** If a Bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. If any one of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the Purchase Officer.

38. **Right to accept/ reject any bid:-** The Purchase Officer reserves the right to accept any Bid not necessarily the lowest, reject any Bid without arranging any reasons & accept Bid for all or any one or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.

39. **Document required at the time of execution of contract:-** The Bidder shall furnish the following documents at the time of execution of agreement:
   i) Attested copy of Partnership Deed in case of Partnership Firms.
   ii) Registration Number & year of registration in case of partnership firm is registered with Registrar of Firms.
   iii) Address of residence and office, telephone number in case of sole proprietorship.
   iv) Registration issued by Registrar of Companies in case of Company.

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

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

**SIGNATURE OF BIDDER**

**AMENDMENT SHEET**

1. Purchase and Price preference in procurement from micro, small and medium enterprises situated in Rajasthan and cost of bidding document, bid security and performance security to the such enterprises will be given as per Notification No. F.1(8)/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:

2. Clause : 1. **Additional Guidelines :**
   i) The Bids are being invited "by two cover system;"
   ii) The first cover to be marked as "Technical Bid" shall contains the information about Bidder e.g. experience & past performance in the execution of similar contract capabilities with respect to personnel equipment and construction or manufacturing facilities, financial status and capacity and any other information considered relevant for "pre-qualification" of the Bidder.
   iii) The second cover marked as "Financial Bid" shall contain price quotation.
   iv) The first cover will be opened first.
   v) The second cover containing price quotation will be opened only of the Bidder found to be qualified to execute the Bid.


**NOTE :-** The Bidder can see the above referred orders issued by the Finance Deptt. of Government of Rajasthan on the website of finance deptt. of Rajasthan.
GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT,

DECLARATION OF BIDDERS

I/We declare that I am/we are bonafide /Mine(s) or Quarry(s) Owner /Whole Sellers/Sole Distributors/ Authorised Dealer/Dealer/Sole Selling/Marketing Agent/dealing in the goods/ stores /equipment for which I/We have Bidder.

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

SIGNATURE OF BIDDER
Financial Bid

GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JAIPUR.

BID FORM

I. Bid for **Procurement of Pea Gravel through Annual Rate Contract.**

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

III. Address to:

IV. Reference:

V. The Bid fee amounting to Rs. _____________ (Rupees _______________ ) has been deposited vide cash receipt No. ____________ dated _____________ or crossed postal order No. _______ date.

VI. We agree to abide by all the conditions mentioned in Bid Notice Number **NIB No B - 1/2019 - 20 DATE 31.05.2019** issued by **SE GWD, Jaipur** and also the further conditions of the said Bid Notice given in the attached sheets (all the pages of which has been signed by us in token of our acceptance of the Bid mentioned there in).

VII. The rates for the following item is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of articles with specification</th>
<th>Rate (Rs.) Per Metric ton (Including all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pea Gravel Size over 3.35 to 4.75 mm</td>
<td>3.</td>
</tr>
<tr>
<td>2.</td>
<td>Pea Gravel Size over 4.75 to 6.30 mm</td>
<td></td>
</tr>
</tbody>
</table>

VIII. Goods will be delivered on Ex-works/ Quarry site within a period from the date of issue of order.

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

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

XI. The GST Registration Number document’s copy submitted herewith. Applicable GST %

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

Encl.:

SIGNATURE OF BIDDER
The Clarification & Guidelines for submission of

Bids to the Terms & Conditions for open Bid

1. Bid offers should be prepared in duplicate and should be submitted as under in a thick strong cover properly sealed and superscribed *Bid Notice No. NIB No B - 1 /2019 - 20 DATE 31.05.2019* Item No. 1 due on 18.06.2019. The canvassing envelops in it with documents as shown below in each: "Technical Bid"

1. **ENVELOPE NO. 1:**
   
   i) Technical details of the offer.
   
   ii) Proof to deposit Requisite earnest money in prescribed form as per condition at Sl. No. 29 of GCC. GST registration number & latest GST registration certificate from the concern GST Officer should be submitted
   
   iii) All the forms, Schedules, Appendix, Annexure, Affidavit, Undertakings as per applicability for a Bidder duly filled except price bid or any document disclosing prices offered, are to be submitted along with all the sections of the bid document duly signed by the bidder.
   
   iv) The detailed information as per note below.

   **NOTE :-**
   
   i) This envelope must be super scribed with **ENVELOPE NO. 1** "Technical Bid" Bid Notice No. NIB No B - 1 /2019 - 20 DATE 31.05.2019 Item No. 1 Due on 18.06.2019 Containing technical offer and earnest money documents.
   
   ii) Without earnest money in proper form offer will not be opened.

2. **ENVELOPE NO. 2:** - to be marked as "Financial Bid"
   
   i) It should contain the rates with commercial terms and conditions of the offer, if any. (It should the price quotation)

   **NOTE :-**
   
   i) This envelope should be super scribed with **ENVELOPE NO. 2** "Financial Bid" Bid Notice No. NIB No B - 1 /2019 - 20 DATE 31.05.2019 Item No. __________ Due on __________ containing financial offer and terms and conditions.

   **NOTE :-**
   
   The Bidder should be a manufacturer/authorized dealer and firms of repute registered with DGS&D/CSPO/NS IC/SSI/Central and State Government Department and Undertakings.
   
   The Bidder should quote complete details like make, brand name, technical specifications, drawings/literature of the offered supply and should produce a certificate of procurement of goods in support of genuineness of the product supplied.
AGREEMENT
(See Rule-68)

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

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

3. And whereas the approved supplier has deposited a sum of Rs. __________ in ________
   a. Cash/Bank Draft/Challan No. / Banker Cheque No. ___ dated ____________.
   c. National Saving Certificate / Defence Saving Certificates, KishanVikasPatras, or any other script / instrument under National Saving Schemes for promotion of small savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these present witness:
   (1) In consideration of the payment to be made by the Government through ____________ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in ___________ and ___________ thereof in the manner set forth in the conditions of the Bid and contract.
   (2) The conditions of the Bid and contract for open Bid enclosed to the Bid notice No. ____________ dated _______________ and also opened to this agreement will be deemed to be taken as part of this agreement & are binding on the parties executing this agreement.
   (3) Letter Nos. ______________ received from Bid & letters Nos. _______ issued by the Government & appended to this agreement shall also from part of this agreement.
   (4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe & keep the said terms & conditions, the Government will through __________ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
   4(b) The mode of payment will be as specified below:
      1. ________________
      2. ________________
      3. ________________

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

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply;
      (a) Delay up to one fourth period of the prescribed delivery period.-2.5%
      (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.-5%
      (c) Delay exceeding half but not exceeding.-7.5%
      (d) Delay exceeding three prescribed delivery period.-10%
   Note: (i) Fraction of day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
   (ii) The maximum amount of agreed liquidated damages shall be 10%.
   (iii) If the supplier required an extension of time in completion of contractual supply on account of occurrence of any hindrances he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
   (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond control of the Bidder.

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

In witness whereof the parties hereto have set their hands on the __________ day of ____________, 2019.

SIGNATURE OF THE APPROVED SUPPLIER

DATE: ______________
WITNESS
Name: ______________
Address: ______________

SIGNATURE FOR AND ON BEHALF OF GOVERNOR (DESIGNATION)
Special Terms and Conditions
Or
Special Conditions of Contract
(SCC)

SPECIAL TERMS AND CONDITIONS

1. **RATES:**
   i. The rates should be quoted for Ex-works/ Quarry site.
   ii. The rates should be quoted FOR Ex-Work including Royalty, Packing & Forwarding, Loading, Unloading, transportation, insurance, stacking etc. in the prescribed format in Form SR-15.
   iii. Rates once quoted shall remain firm and fixed.

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

2. **PERIOD OF RATE CONTRACT:** The rate contract will be concluded for ONE YEAR from the date of execution of contract agreement.

3. **TEST CERTIFICATE AND SAMPLE:** Every Bidder will have to deposit samples of their offered product as under:
   1. 3 Packets each of 10 Kg. for Pea Gravel Grade B
   2. 3 Packets each of 10 Kg. for Pea Gravel Grade C

   Above samples are required to be deposited in the office of the Superintending Engineer GWD, Jaipur-upto 2.00 pm of 18.06.2019. Bids without submission of required samples before closing time for submission of the same shall be rejected for opening of such technical bids. No payment of the sample will be made and it will not be returnable. Department may also get the sample tested for adjudging the technical suitability.

4. **EXTENSION OF RATE CONTRACT:** The period of rate contract may be extended for a period of 3 months on mutual acceptance.

5. **VALIDITY OF BID:** The Bid shall be valid for a period of 90 days from the date of opening of Bid.

6. **DIRECT DEMANDING OFFICERS (D.D.O’s):**
   a. The Executive Engineer(s), G.W.D., Jaipur/ Bikaner/ Alwar shall be the D.D.O.’s to operate the ARC.
   b. The superintending Engineer, G.W.D., Jaipur- shall also be the D.D.O.’s to operate the ARC.
   c. The D.D.O. shall issue Purchase Order (P.O.) for minimum 8 MT.

7. **PLACE OF DELIVERY:** The place of delivery shall be Ex-works/ Quarry site as indicated by the D.D.O. in the P.O.

8. **DELIVERY PERIOD:**
   i) Delivery will be taken from quarry site and firm shall keep a capacity to supply 17 m³. (Approx 3 trucks load) Pea Gravel per day. And the department trucks shall be loaded on the same day, the day reaching the truck at quarry site by 3.00 p.m. One day advance intimation will be given by DDO consignee by Telephone/Fax for the trucks reaching at quarry site for collection of supply.

9. **SAMPLE TESTING AT THE TIME OF DELIVERY OR AFTER DELIVERY:**
   If any DDO at the time of delivery of material or after delivery of material or after use of some quantity of material feels the quality of the supplied material is not upto the standard specifications, the consignee may get the sample test. For such sample test following procedure will be adopted:
   i) First the DDO will inform the supplier about defective supply on fax and the supplier has to reply within three days and if he feels the supply is defective he will have to replace all the defective material by fresh one on his cost.
   ii) If suppliers reply that the material is upto the standard specifications or did not reply, the DDO will draw three sample of said defective supply each of 10kg. duly sealed and signed by DDO, supplier firm’s representative. The DDO will arrange the sample testing.
   iii) The DDO will hold the payment of said defective supplied material.
   iv) After sample testing of the material if the test report indicate that the supply is not upto the standard specifications no payment will be made and Bidder has to be replaced the supplied goods within a week time from the date of intimation and charges for testing in such cases will be recovered from the payment of the supplier,
however initially deptt. will pay the charges of testing. If the material is found as per standard specifications the charges for testing will be borne by the deptt..

10. **EXTENT OF QUANTITY: REPEAT ORDER:**
   i) This shall be in accordance with Quantity can be increased up to 50% / as per rule of quantity originally purchased.
   ii) The total qty. which is to be procured has been indicated in the bid document. However, the qty. can be increased or decreased depending upon actual requirement.

11. **SUPPLY ON TRIAL BASIS:** Department may initially place supply order on trial basis for the reduced quantity but not less than 8 MT.

12. **INSPECTION:**
   a. It will be in accordance with clause 15 of GCC.
   b. The inspection will also be carried out by the authorized representative (s) of the D.D.O.
   c. The D.D.O. may also get testing of material supplied, for final acceptance.
   d. The Bidder will have to replace the material which is rejected during inspection.
   e. If the gravel contains large quantities of Angular, soft particles of sand, the whole supply is liable to be rejected. However if some quantity of soft particles gets mixed-up during quarrying or screening, a proportionate quantity will be reduced from the supplied quantity. The estimate of the department’s representative will be final in this regard and will be binding for the supplier firm.

13. **PAYMENT:** Payment will normally be made by the D.D.O. within 30 days after receipt of material in good condition.

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

15. **EARNEST MONEY / BID SECURITY:** Earnest Money amounting @2% of estimated Bid value is to be deposited as per clause No. 29 of GCC in prescribed form.

16. **BIDS BY BONAFIDE DEALER:** The Bids shall be given only to the bonafide Bidder in the goods. They shall therefore furnish a declaration in the SR Form – 11 as enclosed in GCC.

17. **STRICT COMPLIANCE OF DEPARTMENTAL BID DOCUMENT CLAUSES AND INSTRUCTIONS:** The Bidder will strictly comply with all the instructions as given in the annexure (classification and guidelines for submission of Bid) enclosed with the Bid Document (FORM SR-16).

18. **DISPUTES:** If any dispute arises in the rate contract, the Decision of SE GWD, Jaipur will be final and binding to the bidder.

SUPERINTENDING ENGINEER
GWD, JAIPUR
Section – (g)  
Appendix including Technical Specifications etc.  

Appendix - A

AFFIDAVAT

(Stamp Rs. 10/-)

I ___________________ S/O ____________ Age _______ Years ________

Resident Address is Proprietor / Partner / Director of _____________________ do hereby solemnly affirm and declare that:

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

(b) My /our above noted acknowledgement of Entrepreneurial Memorandum Part – II has not been cancelled or withdrawn by the Industries Department and that the Enterprise is regularly manufacturing the above item.

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

Signature of Proprietor / Director

Authorized Signatory with Rubber Stamp and date

VERIFICATION

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

DEPONENT
### INFORMATION TO BE SUBMITTED BY THE BIDDER

1. i) Name of Firm
   
2. a) **In case of Private Limited Co.**
   i) Whether article of association and Memorandum enclosed or not.
   ii) List of present directors along with their current & permanent address enclosed or not
   b) **In case of Partnership Firm**
   i) Whether copy of partnership deed in case of partnership firm along with their address enclosed or not
   3. i) Name of authorised power of attorney holder
   ii) Address
   iii) Telephone No.
   iv) Residence
   v) 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 to sign the contract and other document enclosed
   ii) Resolution of Board of Directors in favour of power of attorney enclosed or not.
   (b) In case of partnership firm whether power of attorney duly signed by all partners enclosed or not.

5. Copy of Bid document duly signed in duplicate to be enclosed.

6 **Bid security**
   Amount Deposited
   Form of Deposit (mention No. & Date)

7 **Registration certificate**
   i) Whether manufacturing unit is outside Rajasthan/Inside Rajasthan
   ii) Whether Micro, Small and Medium Enterprises situated in Rajasthan or large unit
   iii) If Micro, Small and Medium Enterprises situated in Rajasthan enclose notarized copy of registration certificate issued by Director of Industries, Rajasthan.

   "It is certified that 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 Price Preference or Purchase Preference or both 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
(As enclosed Appendix A)

v) If Large or Medium, notarized copy of registration under Factory act to be enclosed.

vi) (a) Whether micro, small enterprises situated in Rajasthan is owned by the member of SC/ST:
   (b) If Answer of point no. (vi)(a) is yes please indicate caste category: SC / ST
   (c) If Answer of point no. (vi)(a) is yes please submit the self -attested copy of the caste certificate of the owner of such micro, small enterprises of the State issued by the competent authority:

8  
   a) Kindly indicate your monthly quantity (in terms of amounts), which you can deliver against this contract.
   b) Total production capacity per month (for information only (please mention amount in lacs).
   c) In case of Micro, Small and Medium Enterprises situated in Rajasthan, please attach an undertaking in respect of the production capacity or any other such evidence in the following format:
      | Item | Enclosed at page No. | Not enclosed/ Not applicable |
      |------|----------------------|-----------------------------|
      | 1    |                      |                             |
      | 2    |                      |                             |
      | 3    |                      |                             |

9  
   Please mention:
   a) Your GST Registration Number for location of manufacturing place. Registration No.
   b) Percentage rate of GST applicable on commodity.

10 Please state the value of item under consideration in Bid supplied by you each year to Government department during last five years.
    Firms who are on DGS&D rate contract or State Govt. Rate contracts should give references of such rate contracts. They need not attach copies of rate contracts/orders.

11 Details of backlog of item under consideration in Bid on earlier rate contract of GWD (approved by SPC/FC) reasons of non-supply (up to due date of Bid) & likely schedule of completion of such supplies

<table>
<thead>
<tr>
<th>Year</th>
<th>2017-</th>
<th>2016-</th>
<th>2015-</th>
<th>2014-</th>
<th>2013-</th>
<th>2012-</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>

Annual Capacity in

<table>
<thead>
<tr>
<th>Qty. (MT)</th>
<th>Value</th>
</tr>
</thead>
</table>

Please mention:
   a) Your GST Registration Number for location of manufacturing place.
   b) Percentage rate of GST applicable on commodity.
GOVERNMENT OF RAJASTHAN
GROUND WATER DEPARTMENT, JAIPUR.

BID SPECIFICATION OF THE PEA-GRAVEL

1. APPLICATION:
The gravel for use as pack in tubewell is required conforming IS:4097-1967 (Amended up to date) as per following detailed specifications:

2. PHYSICAL CHARACTERISTICS:
2.1 The Gravel selected for packing tube wells shall consist of hard quartz (about 96 percent SiO2) or other suitable material, with an average specific gravity of not less than 2.5. Not more than 10 percent by weight of the material shall contain not more than two percent by weight of thin flat or elongated pieces. In the case of such pieces, the large dimension shall not be more than 3 times the smallest dimension. The quartz shall be of sub-rounded to rounded grains with minimum angular features.

2.2 The Gravel for use as pack shall be free from impurities, such as shale, mica, felspar, clay, sand, dirt, loam, haematite and other organic materials.

3. GRAVEL SIZE: The gravel shall be of following grade:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Grade</th>
<th>Pack</th>
<th>Particle size range</th>
<th>IS Sieve (See is:460-1962*) mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>B</td>
<td>Fine Gravel</td>
<td>Over 3.35 to 4.75 mm</td>
<td>3.35 , 4.75 mm</td>
</tr>
<tr>
<td>2</td>
<td>C</td>
<td>Medium Gravel</td>
<td>Over 4.75 to 6.3</td>
<td>4.75, 6.3</td>
</tr>
</tbody>
</table>

For determination of the particle size the corresponding sieves. Selected from IS: 460 – 1962* (amended upto date) , shall be used.

* Specification for test sieves (revised)

4. HARDNESS: The Bidder shall have a hardness of not less than 5 in Moh's scale.

5. SAMPLE: (i) The Bidder must give a sample of Gravel offered (3 packets each of 10 Kg. for Grade B & Grade C Gravel) along with submission of EMD , Bid Fee otherwise the offer will be rejected. The sample should be at least 10kg. in weight duly/properly packed in cotton. Without submission of sample as required technical offer will be rejected and will not be opened.

(ii) No payment of the sample will be made and it will not be returnable.

(iii) Department may also get the sample tested for adjudging the technical suitability.

6. MEASUREMENT: In terms of weight.

7. QUANTITY REQUIRED:
The requirement at Ex-works/ Quarry site is shown as under:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Total App. Qty. (MT) for One Year</th>
<th>Estimated monthly requirement (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>745</td>
<td>200</td>
</tr>
</tbody>
</table>

SUPERINTENDING ENGINEER
GWD, JAIPUR
Section – (h)

Annexure and Forms related to Rajasthan Transparency in Public Procurement (RTPP) Rules / Act

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 of threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.

(f) Not obstruct any investigation or audit of a procurement process.

(g) Disclose conflict of interest, if any; 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, Ground Water Department, Rajasthan, Jaipur for procurement of Pea-Gravel in response to their notice inviting Bids No B-1/18-19 Dated 11.04.16. I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we process the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my / our obligation to pay such of the taxes payable to the union and the State Government of any local authority as specified in the Bidding document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my / our affairs administered by a court or a judicial officer, not have my / our business activities suspended and not the subject of legal 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: __________________________
RTTP Rules: Grievance Redressed during Procurement Process

The designation and address of the first appellate authority is Chief Engineer, Ground Water Department, Jodhpur.

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

Filling 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 farther 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.

1. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

2. 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.

3. 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.

4. 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.

5. 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.

6. Procedure for disposal of appeal

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

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

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

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

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

(e) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
FORM No 1
[See rule 83]

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

Appeal No ............ of ........................................
Before the ................. (First /Second Appellate Authority)
1. Particulars of appellant:
   (i) Name of the appellant
   (ii) Official address, if any
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against
   and name and designation of the officer / authority
   who passed the order (enclose copy), or a
   statement of a decision, action or omission of
   The Procuring entity in contravention to the provisions
   of the Act by which appellant in aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the
   representative;
5. Number of affidavits and documents enclosed with the appeal;
6. Grounds of appeal: ..................................................
   (Supported by an affidavit)
7. Prayer:...........................................................................
   Place : ..........................................................
   Date ........................................

Appellant's Signature
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 and obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(iii) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
If the bidder that submitted the lowest evacuated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited of its Bid Securing Declarations shall be executed.

2. Procuring Entity's right to Vary Quantities
(i) At the time award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase of decrease shall be not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Documents due to change circumstances, the Bidder shall not be entitled for any claim or compensation expect otherwise provided in the Conditions of Contract.
(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% / as per rule of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)
As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
GOVT. OF RAJASTHAN
QUARTERLY STATEMENT TO BE SUBMITTED BY DDO / FIRM TO SE GWD, JAIPUR

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

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

3. R/C No. & Date: ......................................................................
   From ............................................. to .............................................

4. Period: ..................................................................................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Authorization issued by SE, GWD Jaipur No. / Date</th>
<th>Purchase Order Qty. ordered (MT)</th>
<th>Qty. (MT)</th>
<th>Date</th>
<th>Amount (Rs.)</th>
<th>Vehicle No.</th>
<th>Qty. (MT)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Firm's Bill details</th>
<th>Material Received</th>
<th>Stipulated Delivery date as per R/C</th>
<th>Late supply if any Qty. (MT)</th>
<th>Period in days</th>
<th>Details of LD Charged (% / Rs.)</th>
<th>Payment made</th>
<th>Destination (Ex-works/ Quarry site)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

SIGNATURE OF DDO / AUTHORIZED SIGNATORY OF THE FIRM

47
GOVT. OF RAJASTHAN
STATEMENT TO BE FURNISHED BY DDO TO SE, GWD, JAIPUR ON COMPLETION OF CONTRACT

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

It is certified that:

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

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Order No. / Date</th>
<th>Qty. ordered</th>
<th>Qty. not supplied</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4) That information pertaining to supply of material as furnished in the quarterly statement / Contract Completion Report from ......................to.......................is correct.
5) That information pertaining to defective supply (if any received) is as in following Performa and is correct:

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

|      |                           |                      |                   |                 |                                                          |
| 1    |                           |                      |                   |                 |                                                          |

SIGNATURE OF DDO
**GOVT. OF RAJASTHAN**  
**CONTRACT COMPLETION REPORT**

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

2. Name of the Item: ........................................................................................................

3. R/C No. & Date: ...........................................................................................................

4. Name of DDO: .............................................................................................................

<table>
<thead>
<tr>
<th>Purchase Order</th>
<th>Ordered Qty.</th>
<th>Consignee</th>
<th>Qty.</th>
<th>Material Received</th>
<th>Material remained unsupplied</th>
<th>Actual date of receipt</th>
<th>Qty.</th>
<th>Reasons</th>
<th>LD amt. recovered as per R/C</th>
<th>Actual LD Charges</th>
<th>Date of expiry of Guarantee Period</th>
<th>Pending Complaint of defective material</th>
<th>Amount</th>
<th>Reasons of withholding</th>
<th>Amount (Rs.)</th>
<th>Reasons</th>
<th>Remarks / Comments of DDO about performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. &amp; Date</td>
<td>Amount (In Rs.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
</tbody>
</table>

**AUTHORIZED SIGNATORY OF THE FIRM WITH SEAL**

**SIGNATURE & SEAL OF DDO**

**Note:**
1. Column No. 1 to 18 are to be filled by firm.

2. The consignee & DDO is to indicate / verify recovery against firm if any in terms of amount (Rs.) giving reasons thereof in Column 17 & 18.
3. The DDO is to also comments in column 19 about performance / adverse report if any.
4. The information filled in by firm is to be verified by DDO, corrected wherever required.
5. Attach separate sheets whenever necessary.
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Clause / Term</th>
<th>Requirement as per Bid Conditions / Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Type of Bid</td>
<td>Physical Bid</td>
</tr>
<tr>
<td>2</td>
<td>Document / Downloading of Bid</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Issue Date / Due Date of Tender</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Physical Bid</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Requirement</td>
<td>Submission of Documentation / Fullness of Terms / Conditions / Specifications</td>
</tr>
<tr>
<td>6</td>
<td>Status of Submission</td>
<td>Submission of all supporting evidences by M/s.</td>
</tr>
<tr>
<td>7</td>
<td>Remarks</td>
<td>Request for change of submission of documents by M/s.</td>
</tr>
</tbody>
</table>

**Note:**
- Tender ID: 1/2019 - 20, Date: 31.05.2019
- ETP No. 1, Date: 13.06.2019
- Tender ID: 1/2019 - 20, Date: 31.05.2019
- ETP No. 1, Date: 13.06.2019

**Check List for Submission of Bids Against the Specifications**

1. Quality of Bid
2. Physical Bid
3. Document / Downloading of Bid
4. Issue Date / Due Date of Tender
5. Requirement

- **Submittal of Documentation**
  - Submission of documents by M/s.
  - Submission of all supporting evidences by M/s.

- **Condition**
  - Type of Bid

- **Registration / Eligibility Criteria**
  - M/s.

- **Contact Details**
  - Physical Bid

- **Deposit in Bank**
  - Details of Depositor / Source of Funds

- **Bid Submission**
  - Bid Submission and Submission of Document / Downloading of Bid

- **Submission / Due Date of Bid**
  - Issue Date / Due Date of Tender

- **Non-Refundable**
  - Registration Fee

- **Bid Security**
  - Bid Security / Deposits

- **GST Registration No.**
  - GST Registration No.

- **Support of M/s.**
  - Supporting documents / evidence of eligibility

- **Physical Bid**
  - Submission of documentation / Fullness of Terms / Conditions / Specifications

- **Submission of all supporting evidences by M/s.**

- **Remainder of Bids Against the**
  - Submission of documents by M/s.
<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and contact address of the Supplier</td>
</tr>
<tr>
<td>2</td>
<td>Not applicable</td>
</tr>
<tr>
<td>3</td>
<td>11F. 6.42</td>
</tr>
<tr>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
</tr>
<tr>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>16</td>
</tr>
</tbody>
</table>

**Signature of the Bidder**

<table>
<thead>
<tr>
<th>Submitted / Not Submitted</th>
<th>Appendix B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Not Submitted</td>
<td>Appendix B</td>
</tr>
</tbody>
</table>

**Submission of Appendix B**

- Submission of documents:
  - 20.6.7.3.4: Appendix B
  - 21.6.7.3.4: Appendix B

**Declaration under the Official Secretariat**

- Declaration under the Official Secretariat:
  - 21.6.7.3.4: Appendix B

**Bid Form and Schedule**

- Bid Form and Schedule 1

**Appendix B**

- Appendix B
  - 17.6.7.3.4: Appendix B

**Appendix A**

- Appendix A
  - 18.6.7.3.4: Appendix A

**Delegation in the Period of Limit**

- Delegation in the Period of Limit
  - 19.6.7.3.4: Appendix A

**Delegation in the Delivery Schedule**

- Delegation in the Delivery Schedule
  - 20.6.7.3.4: Appendix B

**Delegation in theamiio Period of Limit**

- Delegation in theamiio Period of Limit
  - 21.6.7.3.4: Appendix B

**Power of Attorney in Case of Limitation**

- Power of Attorney in Case of Limitation
  - 22.6.7.3.4: Appendix B
## Appendix C

### Technical Specifications

<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Specifications</td>
<td>As per Bid specification / below than Bid specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Offered Products and their dimensions / result of technical parameters

<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the item</td>
<td>Pea Gravel Grade</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Bided Qty. / Destination

<table>
<thead>
<tr>
<th>2</th>
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<th>4</th>
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<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty. (MT)</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### Offered Qty / Ex-works/ Quarry site

<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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</thead>
<tbody>
<tr>
<td>745</td>
<td></td>
<td></td>
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</tbody>
</table>

### Eligibility Criteria:

The Bidder should have experience of supplying the Bided item i.e. Pea Gravel. The Bidder will have to submit the copies of the documents indicating experience in govt. enterprises and shall submit a certificate of satisfactory supply.

**Qualification to the sample test:** It is essential for a Bidder to submit sample as per requirement indicated in Bid specification. The department will arrange sample testing at their level. It is essential for pre qualification of a Bidder to qualify in test results as well as fulfillment of all conditions as required and mentioned in the Bid specifications, failing which will disqualify the Bidder for opening of their financial Bid.

<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Related self attested copies of the documents are required to be submitted essentially in absence of these documents the offer shall be disqualified</td>
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</table>

### Other Criteria

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<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposited Bid Document fee</td>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

---

**Signature of the Bidder**

52
Note: 1. The Bidders are requested to submit the above check list with entry in each field if any field is not applicable same may have entry as “NOT APPLICABLE”

2. The Bidders are requested to arrange marking of Page No. at each page of all the documents submitted by them in continuous in a Unique manner / ink to identify the same quickly. The Page No. which are to be entered in column no. 6 of the above check list are those marked by the bidder himself for submitted documents.

3. Technical Evaluation of the technical offer submitted by the bidder will be carried out on the basis of Submission of documents / fulfillment of the terms / condition / specifications / qualification/eligibility criteria as per entries made in above check list. Accordingly all the bidders are requested to submit the required documents only and copies of the documents should be neat and clean as well as in readable form. If any document is in other than the English / Hindi language same is required to be submitted along with translated version either in English / Hindi duly self-attested and with undertaking that the documents translated in correct.

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

5. Please don’t enclose any unnecessary documents.

Signature of the Bidder