

D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -1  
FORM : SR-16

PHONE :- (0294) 2441488

EMAIL : segwdudpr@gmail.com

**GOVERNMENT OF RAJASTHAN**  
**OFFICE OF THE SUPERINTENDING ENGINEER , G.W.D, UDAIPUR**  
**CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER**

(Page 1 to 16 including Form SR-11 (Page-13), Tender Form SR from -15 (Page-14-15) and clarification/Guidelines for submission of tender (Page -16)

No. SE-GWD-UDPR-T-1/2017-18/Item No.1 Dt. 29.01.2018

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

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice. (See Amendment Sheet Page No. 12)
2. "Tenders by bonafide dealers" : Tenders shall be given only by bonafide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORM-11 (copy enclosed).
3. (i) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the Purchase Officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.  
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions & deposit with the Purchase Officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the them and will be sufficient discharge for any of the purpose of the contract.
4. **GST Registration** : It is essential for the tenderer firm to be registered under GST and tenderer shall have to submit copy of the GST registration.
5. **Income Tax Clearance Certificate** :- Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned alongwith the tenders without which tender may not be considered. (**DELETED**) (See Amendment Sheet Page No. -12)
6. Tender forms shall be filled in ink or types. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

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GWD Udaipur  
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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 Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination and should include all incidental charges except Octroi, 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 and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence Octroi is not payable. The rates, therefore, should be exclusive of Octroi and Local Tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case a certificate in the prescribed form will be furnished alongwith the supply order.
9. (i) **Comparison of Rates** : 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.
10. **Price Preference** :- Purchase and Price preference in procurement from micro, small and medium enterprises situated in Rajasthan will be given as per Notification No. F.1(8)FD/GF&AR/201, dt. 19.11.2015 - Published in Gazette Extraordinary, Pt. IV (C)(II), dt. 14.07.2016.
11. **Validity** :- Tenders shall be valid for a period of 90 days from the date of opening of tender.
12. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make & drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

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13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

14. **Specification**

- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and where-ever articles have been required according to ISI Specifications, those articles should conform strictly to those specifications and should bear such marks.
- (ii) The supply of articles marked with asterisk/at serial number\_\_\_\_\_, shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supply shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any shall be final and binding on the tenderers.
- (iii) **Warranty/Guarantee clause** :- The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of **as per Special T & C Condition No.21** \_\_\_\_\_days/months from the date of delivery of the said goods/stores/articles to be purchased that notwithstanding the fact that the purchaser may have inspected and/or approved the goods/stores/articles, if during the aforesaid period of \_\_\_\_\_days/months, the said goods/stores articles be discovered not to conform to the description & quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final & conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description & quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The tenderer shall if so called upon to do, replace the goods etc. or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect etc.
- (v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying-out annual maintenance and repairs on the terms & conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments 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 equipments in perfect condition.

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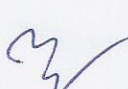



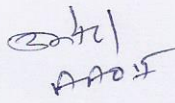
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15. **Inspection :-**

- (a) The Purchase Officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises & shall have the power at all reasonable time to inspect & examine the material & workmanship of the goods/equipment/machineries during manufacturing process or after-wards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

16. **Samples :-** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid & the RR or GR should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the tenderer.
17. Each samples shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample the name of the tenderer and serial number of the item, of which it is a sample in the schedule.
18. Approved a samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained.
- The sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost etc. shall be entertained.
19. Samples not approved shall be collected by the unsuccessful tenderer's. 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.



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20. Supplies when received shall be subject to inspection to ensure whether they conform to the Specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government Laboratories, reputed testing house like Shri Ram testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples** :- In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
22. **Testing Charges** :- Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the tendered or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection** :-
  - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
  - (ii) If, however, due to exigencies of Government work such as replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation or rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail & road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss & shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

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26. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.
28. (i) **Delivery Period** :- The tenderer whose tender is accepted shall arrange supplies within a period of \_\_\_\_\_ from the date of supply order/by \_\_\_\_\_ as under, **as per Special T & C Condition No. 10 :-**

S. No.	Items	Quantity	Delivery Period
--------	-------	----------	-----------------

- |       |  |  |  |
|-------|--|--|--|
| (ii)  | Extent of quantity :- Repeat Orders : If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required supply, Repeat Orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 25% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the tenderer fails to do for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer. |  |  |
| (iii) | If the Purchase Officer does not purchase any or the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.   |  |  |
29. **\*Earnest Money :- (\* see amendment sheet at page – 12)**
- (a) Tender shall be accompanied by an earnest money of **Rs. 5000/-** without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of **Superintending Engineer Ground Water Department, Udaipur.**
- (i) Cash through Treasury Challan deposited under head : "8443 – Civil Deposits – 103 – Security Deposits".
- (ii) Bank Drafts/Bankers cheque of the scheduled Bank.
- (b) Refund of earnest money :- The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (C) Partial exemption from Earnest Money :- Firms which are registered with Director of Industries, Rajasthan shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer alongwith a competency Certificate from the Director of Industries, Rajasthan at the rate of 1% of the estimated value of the tender shown in NIT.
- (d) The Central Government & Government of Rajasthan Undertakings need not furnish any amount of earnest money.

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

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

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

31. (1) **Agreement and Security Deposit :-**

- (i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order & deposit security equal to 5% of the value of the stores for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
- (ii) No interest will be paid by the department on the security deposit money.
- (iii) The earnest money deposited at the time of tender will adjusted towards security amount. The security amount shall in no case be less than the earnest money.
- (iv) The form of security money shall be as below :-
  - (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, 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.

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- (v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.
31. (2) i) Firms registered with the Director of Industries, Rajasthan in respect of stores for which they are registered, subject to the refurnishing the registration and prescribed competency certificate in original from the Director of Industries or a photo copy thereof duly attested by any Gazatted Officer, will be partially exempted from the earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.
- ii) Central Government & Government of Rajasthan's Undertaking will be exempted from furnishing security amount.
- 31 (3) **Forfeiture of Security Deposit** : Security amount in full or part may be forfeited in the following cases :-
- a) When any terms and conditions of the contract is breached.
- b) When the tenderer fails to make complete supply satisfactorily.
- c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
31. (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
32. i) All goods must be sent freight paid through Railway or goods transport. If goods are sent freight to-pay the freight together with departmental charges 5% of the freight will be recovered from the supplier's bill.
- ii) RR should be sent under Registered cover through Bank only.
- iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
- iv) Remittance charges on payment made shall be borne by the tenderer.
33. **Insurance:-**  
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, roit etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.

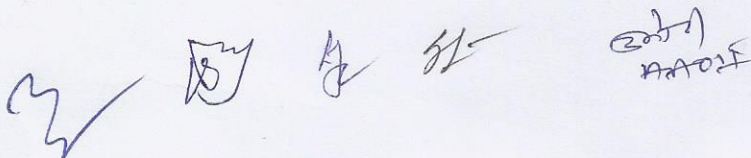
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- i. The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser. In such cases, the insurance should invariably be with Life Insurance Corp. of India or its subsidiaries.
34. **Payments :-**
- i) Advance payment will not be made except in rare & special cases. In case of advance payment being made, it will be against proof of dispatch & to the extent, as prescribed in financial powers by rail/reputed goods transport companies etc., and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the tenderer.
  - ii) Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer in accordance with GF&AR all remittance charges will be borne by the tenderer.
  - iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
  - iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specifications.
- 35.
- i) The time specified for delivery in the tender form shall be deemed to be essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
  - ii) Liquidated Damages :- In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply;
    - 1) 

(a) Delay upto one fourth period of the prescribed delivery period.	2½%
(b) Delay exceeding one fourth but not exceeding half of the prescribed period.	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed period.	7½%
(d) Delay exceeding three fourth of the prescribed period.	10%

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- 2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - 3) The maximum amount of liquidated damages shall be 10%.
  - 4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - 5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
36. **Recoveries** :- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles & in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Tenderer's must made their own arrangements to obtain import license, if necessary.
38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. If any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
39. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without arranging any reasons & accept tender for all or any one or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer shall furnish the following documents at the time of execution of agreement ;
- i) Attested copy of Partnership Deed in case of Partnership Firms.
  - ii) Registration Number & year of registration in case of partnership firm is registered with Registrar of Firms.
  - iii) Address of residence and office, telephone number in case of sole proprietorship.
  - iv) Registration issued by Registrar of Companies in case of Company.

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41. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceedings, if necessary arises to the institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

**SIGNATURE OF TENDERER**

✓ [Signature] [Signature] [Signature] [Signature] [Signature]  
[Signature]



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**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.

2. Clause : 1 Additional Guidelines :

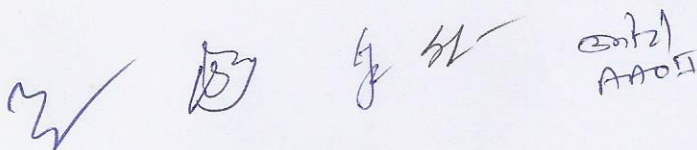
- i) The tenders are being invited "by two cover system" in non electronic form i.e. physical tender.
- ii) If the tender is in Electronic form all the formalities like downloading of the tender, uploading of the tender , opening of the tender will be online through website <http://eproc.rajasthan.gov.in> as per instructions given in the bid document for bidders . (Not Applicable)

However for physical tender the tenderer may submit their offer by downloading the tender document from the web site <http://sppp.rajasthan.gov.in/> or from the depttl. Website. The tenderer shall have to deposit tender fee along with EMD if downloaded tender documents are used by them.

- iii) The first cover to be marked as "Technical Bid" shall contains the information about tenderer e.g. experience & past performance in the execution of similar contract capabilities with respect to personnel equipment and construction or manufacturing facilities, financial status and capacity and any other information considered relevant for "pre-qualification" of the tenderer.
- iv) The second cover marked as "Financial Bid" shall contain price quotation.
- v) The first cover will be opened first.
- vi) The second cover containing price quotation will be opened only of the tenderer found to be qualified to execute the tender.
- vii) For e – tender requisite Tender Document Fee, Tender Processing Fee and EMD is required to be deposited in Physical Form before the prescribed date and time without which online submitted tenders of such tenderers will not be opened.

Clause : 5 Income Tax Clearance Certificate : Deleted. (Vide F.D. Circular No. F. 1(2)/Fin./GF&AR/2002(5/03) dated 17.05.2003.

NOTE :- The tenderer can see the above referred orders issued by the Finance Deptt. of Government of Rajasthan on the website of finance deptt. of Rajasthan

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SR FORM : 11

**GOVERNMENT OF RAJASTHAN  
OFFICE OF THE SUPERINTENDING ENGINEER, GROUND WATER  
DEPARTMENT, UDAIPUR**

**DECLARATION OF TENDERERS**

I/We declare that I am/we are bonafide / Manufacturers / Authorized Dealer/Sole Selling / Marketing Agent / Consignment Agent in the goods/stores/equipment for which I/We have tenderer.

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

**SIGNATURE OF TENDERER**

By A. S.   
 27/11/2017



PHONE : (0294)2441488


**GOVERNMENT OF RAJASTHAN  
OFFICE OF THE SUPERINTENDING ENGINEER, GROUND WATER  
DEPARTMENT, UDAIPUR.**

**TENDER FORM**

- I. Tender for (Name of the articles for which the tender is submitted).
- II. Name and postal address of the firm submitting the tender.
- III. Address to :
- IV. Reference :
- V. The tender fee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) has been deposited vide cash receipt No. \_\_\_\_\_ dated \_\_\_\_\_ or crossed postal order No. \_\_\_\_\_ date.
- VI. We agree to abide by all the conditions mentioned in Tender Notice Number \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which has been signed by us in token of our acceptance of the tender mentioned there in).
- VII. The rates for the following items are as under :-

S. No.	Name of articles with specification	Rate (Rs.) (Only basic price)	Net Price	Quantity
1.	2.	3.	4.	5.

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



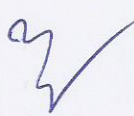



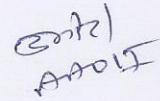


**D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -15**

- VIII. Goods will be transported/Job will be completed and delivered upto destination within a period of from the date of issue of order.
- IX. The rates quoted above are valid upto \_\_\_\_\_. 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 and the copy of the Certificate is submitted herewith.
- XII. The certificate of bonafide dealers in prescribed form is also enclosed.

**Encl. :**

**SIGNATURE OF TENDERER**



**D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -16**  
**The Clarification & Guidelines for submission of**  
**Tenders to the Terms & Conditions for open tender**

1. Tender offers should be prepared in duplicate and should be submitted as under in a thick strong cover properly sealed and super scribed "Tender Notice No. \_\_\_\_\_ Item No. \_\_\_\_\_ due on \_\_\_\_\_. The covering envelopes in it with documents as showing below in each :.

1. **ENVELOPE NO. 1** : To be marked as "Technical Bid"

- i) Technical details of the offer.
- ii) Requisite earnest money in prescribed form as per condition at Sl. No. 29 of conditions of tender notice.
- iii) GST registration number & certificate should be submitted.
- iv) Annexure A, B & C.
- v) The detailed information as per note below.

**NOTE :-** i) This envelope must be super scribed with ENVELOPE NO. "Technical Bid" 1 Tender Notice No. \_\_\_\_\_ Item No. \_\_\_\_\_ Due on \_\_\_\_\_ Containing technical offer and earnest money documents.

- ii) Without earnest money in proper form offer will not be opened.

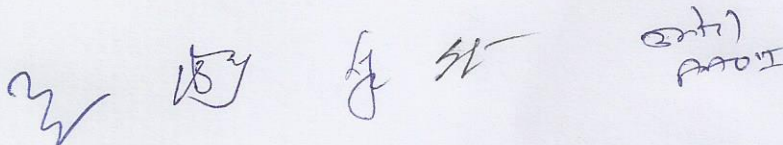
2. **ENVELOPE NO. 2:-** To be marked as "Financial Bid"

- i) It should contain the rates with commercial terms and conditions of the offer, if any. (it should contain price quotation)

**NOTE:-** i) This envelope should be super scribed with ENVELOPE NO. 2 Tender Notice No. \_\_\_\_\_ Item No. \_\_\_\_\_ Due on \_\_\_\_\_ containing financial offer and terms and conditions.

**NOTE :-** The tenderer should be a manufacturer/authorised dealer and firms of repute registered with DGS&D/CSPO/NSIC/SSI/Central and State Government Department and Undertakings.

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

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D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -17

**SPECIAL TERMS AND CONDITIONS**

**(Against tender No.SE-GWD-UDPR-T-1/2017-18/Item No.1 – Emulsion Based Explosive)**

**1. PRICES :**

- i) The rates should be quoted for delivery as under :
  - a) F.O.R. Tenderer Magazine.
  - b) Transportation rates from Tenderer Magazine situated in Rajasthan.
- ii) The rates should be quoted including Handling charges / GST (CGST & SGST) etc.(see Form SR-15) However these may be indicated separately also as under:-

Handling Charges	:	@	_____
SGST	:	@	_____
CGST	:	@	_____
Other Charges	:	@	_____
- iii) The prices quoted shall remain firm and fixed.
- iv) It is clearly mentioned here that the Department has its own explosive vans. So Department may or may not approve, the transportation rates i.e. it is not binding on Department to approve the transportation rates.

NOTE: The distance from the tenderer firm magazine to depttl. magazine will be approved by the deptt. on submission of proposed distance by the tenderer firm and will be firm and fix for charging the rates of transportation.

**1.1 EVALUATION OF FINANCIAL PROPOSALS :** Financial proposal will be evaluated considering freight charges as offered in the tender and accordingly ranking in terms of lowest bidders will be decided.

**2. SUBMISSION OF TENDER:**

- i) The offer should be submitted in duplicate.
- ii) Tender are to be submitted on prescribed tender form SR-15.

**3. DISCOUNT :**

The discount, if any, should be quoted un-conditional. In spite of this, if any conditional discount is offered, the same will be accounted in evaluation ignoring the tenderer's condition(s).

**4. PERIOD OF RATE CONTRACT :**

The Rate Contract will be concluded for 12MONTHS from the date of execution of Contract Agreement / issuance of letter for Rate contract whichever occurs earlier.

**5. EXTENSION OF RATE CONTRACT :**

The period of rate contract may be extended for a period of 3 months on mutual acceptance.

**6. VALIDITY OF TENDER :**

The tender shall be valid for a period of 90 days from the date of opening of tender (see clause No. 11 of DTD).

**7. ISI MARKED PRODUCTS :**

ISI Marked products will be preferred.

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**D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -18**

**8. DIRECT DEMANDING OFFICERS (D.D.O's) :**

- i) Departmental Executive Engineer(s) / Assistant Engineer (Occupier of Departmental Explosive Magazine), will be the Direct Demanding Officers (DDO'S) who will operate the Annual R/C. The Departmental Assistant Engineers who are the occupier of departmental explosive magazines shall be the consignee to receive the Explosive.

**9. PLACE OF DELIVERY :**

- a) Ex-Magazine of Tenderer.  
b) Deptt's magazines situated at Dungarpur / Chittorgarh/ Jhalawar in Rajasthan.

**10. DELIVERY PERIOD :**

Material should be supplied within 21 days from the 3 days after the date of issue of Purchase order along with electronically generated Form No.RE – 11 through authorized login issued by the PESO, accordingly delivery period will be reckoned from 3 days after from the date of issuance of RE – 11.

**11. EXTENT OF QUANTITY : REPEAT ORDER :**

This shall be in accordance with D.T.D. clause No. 28(ii) and 28(iii). Quantity can be increased up to 25% of the original contract.

**12. SUPPLY ON TRIAL BASIS :**

Department may initially place supply order on trial basis for the reduced quantity at its choice.

**13. PAYMENT :**

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

**14. ACCEPTANCE OF SUPPLY :**

The supply will be accepted only on the working days and during the office working hours, however in view of PESO direction supply may be accepted on holidays in exceptional cases if pre – intimation about the supply is given by the supplier.

**15. PARALLEL RATE CONTRACT :**

Department reserves the right to conclude parallel Rate Contract for supply of Explosive with other.

**16. EARNEST MONEY :**

Earnest Money amount @ 2% of tender value i.e. Rs. 5000/- is to be deposited as per clause No. 29 of DTD and in prescribed form.

**17. TENDERS BY BONAFIDE DEALER :**

The tenders shall be given only by the bonafide / Manufacturers / Authorized Dealer/Sole Selling / Marketing Agent / Consignment Agent. They shall therefore, furnish a declaration in the SR Form – 11 (copy enclosed with DTD). The bonafide Authorized Dealer/Sole Selling / Marketing Agent / Consignment Agent shall furnish the Manufacturer's certificate / undertaking in the following format:-

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D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based ExplosivePage -19

**MANUFACTURER'S UNDERTAKING**

" It is certified that M/s. \_\_\_\_\_ is our bonafide Authorized Dealer/Sole Selling / Marketing Agent / Consignment Agent for sale of item \_\_\_\_\_. He is hereby authorized to quote for our product. We shall undertake the requisite guarantee of our products."

The above undertaking should be furnished otherwise the offer may not be considered.

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

The tenderer will furnish the detailed address along with Explosive License No., Location / Capacity of Magazine, Telephone No. and Fax No. of Manufacturer/ Consignment Agent/Magazine occupier .

19. **MAKE & DETAILED SPECIFICATION OF PRODUCT :**

The tenderer will clearly mention the specific make alongwith detailed specification & furnish the technical literature/leaflets. Following details is essential to furnish :

Brand Name as specified in PESO website	
Brand ID as specified in PESO website	
Magazine holder's name & address as specified in PESO website	
Unit of measurement	

20. **TESTING OF EXPLOSIVE :**

Department may execute test for adjudging the technical suitability.

21. **GUARANTEE / WARRANTY :**

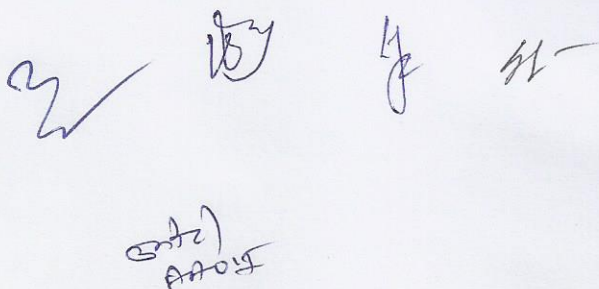
In the event of explosive material found defective at the time of use prior to expiry date (if specified) it shall be either replaced FREE OF COST or the value of such stores shall be reimbursed.

22. **STRICT COMPLIANCE OF DEPARTMENTAL TENDER DOCUMENT CLAUSES AND INSTRUCTIONS & SPECIAL TERMS & CONDITIONS:**

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

- i) Last date of submission : 27/2/18 UPTO 1.00 Pm.  
ii) date of opening of technical & financial bids : 27/2/18 AT 2.00 PM.

**SUPERINTENDING ENGINEER  
GWD, UDAIPUR**





AGREEMENT  
(See Rule-68)

1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors & administrators of the one part & the Government of the state of Rajasthan (hereinafter called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved supplier has agreed with the Government to supply to the \_\_\_\_\_ of the state of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column \_\_\_\_\_ of the said schedule.
  1. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.
    - a. Cash/ Bank Draft/ Challan No./Banker ChequeNo. \_\_\_\_\_ dated \_\_\_\_\_
    - b. Post Officer Saving Bank Pass Book duly hypothecated to the Departmental authority.
    - c. National Saving Certificate /Defense Saving Certificates. Kisan Vikas Patras 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 tender and contract.
  - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ and also open to this agreement will be deemed to be taken as part of this agreement & are binding on the parties executing this agreement.
  - (3) Letter Nos. \_\_\_\_\_ received from tender & letter Nos. \_\_\_\_\_ issued by the Government & appended to this agreement shall also form part of this agreement.
- 4.(a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner 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. \_\_\_\_\_

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**D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -21**

5. The delivery shall be effected & completed within the period noted below from the date of supply order.
6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply;
  - a. Delay up to one fourth period of the prescribed delivery period – 2.5%
  - b. Delay exceeding one fourth but not exceeding half of the prescribed delivery period – 5%
  - c. Delay exceeding half but not exceeding – 7.5%
  - d. Delay exceeding three prescribed delivery period – 10%

Note: (1) (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 tenderer.

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

In witness where of the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

SIGNATURE OF THE  
APPROVED SUPPLIER

SIGNATURE FOR AND ON  
BEHALF OF GOVERNOR  
(DESIGNATION)

DATE:

WITNESS

Name:

Address:

3-7-1  
A.A.O. II

Handwritten signatures and initials.



D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -22

**ANNEXURE - B**

**INFORMATION ABOUT E.M.D. ,VALIDITY OF RATES & ETC.**

- I Tender for (Name of the articles for which the tender is submitted).
- II Name and postal address of the firm submitting the tender.
- III Address to:
- IV Reference:
- V The tender fee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) has been deposited vide cash receipt No. \_\_\_\_\_ dated \_\_\_\_\_ or crossed postal order No. ... date.
- VI We agree to abide by all the conditions mentioned in Tender Notice Number \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which has been signed by us in token of our acceptance of the tender mentioned there in).
- VII Factory Address & Phone, Fax No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- VIII The rates are valid up to \_\_\_\_\_. The period can be extended with mutual agreement.
- IX Bank Draft/Bankers Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on (Name of the Bank) \_\_\_\_\_ / \_\_\_\_\_ Challan No. & Date \_\_\_\_\_ for Rs. \_\_\_\_\_ to cover Earnest Money is enclosed.
- X The GST Registration Number & copy of the Certificate is submitted herewith.
- XI The certificate of bonafide dealers in prescribed form is also enclosed.

**SIGNATURE OF TENDERER**



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D.T.D. for SE-GWD-UDPR-T-1/2017-18/Item No.1 Emulsion based Explosive Page -23

**ANNEXURE -C**

PHONE :0294 - 2441488

**GOVERNMENT OF RAJASTHAN  
OFFICE OF THE SUPERINTENDING ENGINEER,  
GROUND WATER DEPARTMENT, UDAIPUR  
TECHNICAL SPECIFICATION OF EMULSION BASED EXPLOSIVE AGAINST  
TENDER NO. SE-GWD-UDPR-T-1/2017-18/Item No.1**

Emulsion based explosive having strength 80% water resistant and suitable for blasting of hard rocks encountered during digging of wells/surface blasting and other general purpose application (Non Coal), in small diameter cartridges is required. The details of size and packing required are given below:

Cartridge		Approx. Weight	Packing Required
Dia	Length		
25mm	200 to 225mm	120gm to 140gm	25Kg.

The explosive should be safe to handle and should not cause headache and illness. It should have better water resistant qualities and better coupling with surrounding rock in the drilled hole.

**QUANTITY REQUIRED** : **3.00 MT**  
**LAST DATE OF SUBMISSION** : 27/2/18 UPTO 1.00 PM.  
**DATE OF OPENING** : 27/2/18 AT 2.00 PM.

**SUPERINTENDING ENGINEER  
GWD, UDAIPUR**

*[Handwritten signatures and initials]*  
*27/2/18*  
*AAO II*



**Annexure-B – 1 : Declaration by the Bidder regarding Qualifications**  
**Declaration by the Bidder**

In relation to my/our Bid submitted to the Superintending Engineer, GWD, Udaipur for procurement of tendered item in response to their Notice Inviting Bids No. SE-GWD-UDPR-T-1/2017-18/ dated 29.01.2018 I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. I/We possess the necessary professional, technical financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements of misrepresentations as to me/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 competition;

Date :

Place :

Signature of Bidder

Name:

Designation:

Address:

Handwritten signatures and stamps are present at the bottom of the page, including a large checkmark, a circular stamp, and the text "entl" and "A005".



**Annexure - C - 1 : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Chief Engineer G.W.D., Jodhpur.

The designation and address of the Second Appellate Authority is Principal Secretary, G.W.D., Jaipur.

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to 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 grounds 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 proceedings:

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or 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 the date of receipt of the order passed by the First appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases.

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

- (a) Determination of need of procurement ;
- (b) Provisions limiting participation of Bidder 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 confidently ;

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**(5) Form of Appeal**

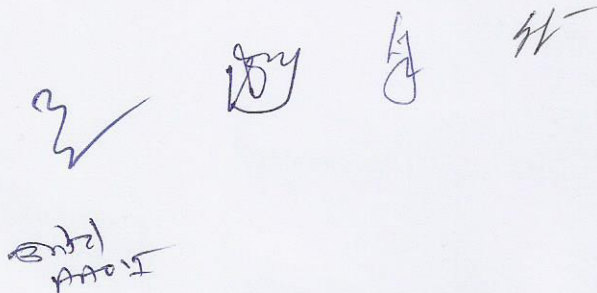
- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee the filling Appeal**

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

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filling 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 parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of document 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.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement portal.

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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:

(1) Name of the appellant:

(11) Official address, if any:

(111) Residential address:

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

(1) Name of the appellant:

(11) Official address, if any:

(111) Residential address:

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 commission of  
the Procuring Entity in contravention to the provisions  
of the Act by which the appellant is 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

.....  
.....

.....(Supported by an affidavit)

7..... Prayer:

.....  
.....  
.....

Place .....

Date.....

Appellants Signature

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**Annexure D : Additional Conditions of Contract**

**1. Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors evaluations of Financial Bid on the following basis;

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of error, its Bid shall be disqualified and its Bids Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent (%), of the quantity specified in the Bidding Document . It shall be without any change in the unit prices or other terms and condition of the Bid and the condition of the contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement of procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claims or compensation expect otherwise provided in the condition of contract.
- (iii) In case of procurement of Goods and services, additional quantity may be procured by placing a repeat order on the rates and condition of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply, if the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply. By limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods).**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder whose Bid is a 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 of 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.

