Registration of firms/ manufacturers for erection/ installation of low tunnel at farmers field under Protected Cultivation Programme

EOI Ref. No.: F 21 ( ) MD/ NHM-RKVY/Protected Cultivation/2017-18/ dated:

<table>
<thead>
<tr>
<th>Mode of EOI submission</th>
<th>Online through e-procurement/ e-tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>EOI issuing authority</td>
<td>Mission Director, Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Pant KrishiBhawan, Jaipur (Rajasthan)</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of e Bid</td>
<td>Up to 25.07.2017 by 03:00 AM</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>On 25.07.2017 at 4:00 PM</td>
</tr>
</tbody>
</table>

Cost of EOI Document: Rs. 1000/- (Rupees One Thousand Only)

Department of Horticulture, Pant KrishiBhawan
Jaipur, Rajasthan

**Name of the work**
Registration of firms/manufacturers for erection/installation of low tunnel at farmers field under protected cultivation programme. Approximate cost of work is Rs. 360 Lac.

<table>
<thead>
<tr>
<th>Cost of Tender Document</th>
<th>Rs. 1000/- (Rupees one thousand Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processing Fee (RISL)</td>
<td>Rs. 1000/- (Rupees One Thousand Only)</td>
</tr>
<tr>
<td>Bid security</td>
<td>Rs.10,000/- (Rs Ten Thousand Only)</td>
</tr>
<tr>
<td>Performance guarantee</td>
<td>Rs.10.00 lac (Rs. Ten Lac) valid up to 31\textsuperscript{st} December, 2019</td>
</tr>
</tbody>
</table>

**EOI publishing Date/ Time**
11.07.2017 at 11.30 AM

**EOI document download Start Date/ Time**
11.07.2017 at 12.30 PM onwards

**EOI bid submission Start Date/ Time**
11.07.2017 at 02:30 PM onwards

**EOI document download end Date/ Time**
25.07.2017 at 03.00 PM

**EOI bid submission End Date/ Time**
25.07.2017 at 03.00 PM

**Submission of Tender document Fee, Processing Fee, Bid security, Performance guarantee,** From 02:30 PM onwards on 11.07.2017 and up to 3:00 PM 25.07.2017

**Technical Bid Opening Date/ Time**
25.07.2017 at 04.00 PM

**Websites for downloading EOI document, Corrigendum’s, Addendums etc**
- [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)
- [http://Department of Horticulture.rajasthan.gov.in](http://Department of Horticulture.rajasthan.gov.in)

**Bid & EMD validity**
90 days from the last date of submission

In case, any of the bidder fails to physically submit the Banker’s/Demand Draft for Tender document Fee, Processing Fee, bid security up to time & date, bid shall not be accepted. The provision of RTPP Act 2012 & Rules 2013 shall be applicable for this empanelment. Furthermore, in case of any inconsistency in any of the provision of this bidding document with the RTPP Act 2012 & Rules 2013 thereto, the later shall prevail.

Mission Director  
Rajasthan, Jaipur
Instructions to bidders:-

1) The Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Jaipur, on behalf of Government of Rajasthan invites expression of Interest for empanelment of firms/ manufacturers, who meet the minimum eligibility criteria as specified in this EOI document installation of Low Tunnel at farmers' fields under protected cultivation programmeduring 2017-18, which can be extended for one year, if required.

2) The complete EOI document has been published on the website http://eproc.rajasthan.gov.in and http://Department of Horticulture.rajasthan.gov.in for the purpose of downloading.

3) Bidders who wish to participate in this bidding process, must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Node etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

5) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in EOI and scanned copy of same should also be uploaded along with the technical Bid/cover.

6) RHDS will not be responsible for delay in online submission due to any reason. For this, bidders are advised to upload the complete bid well in advance in time.

7) In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the EOI, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for bidding document fee and Bid Security should be drawn in favour of “Mission Director, Rajasthan Horticulture Development Society, Jaipur (Rajasthan)” and the RISL Processing Fee in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.

8) RHDS disclaims any factual/ or other errors in this document (The onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

1. Eligibility and Essentials:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>1. A company registered under Indian Companies Act, 1956</td>
<td>1. Copy of valid Registration Certificates -Copy of Certificates of incorporation</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>--------</td>
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<td>-----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>i. Annual Turnover of Rs. 10.00 lakh during each of the last three financial years, i.e., for the period of FY 2014-15, FY 2015-16 and 2016-17.</td>
<td>Audited Balance sheets of FY 2014-15, FY 2015-16 and 2016-17 with CA Certificate (CA’s Registration Number/ Seal)</td>
</tr>
<tr>
<td>3</td>
<td>Technical Capability&amp; Experience</td>
<td>The applicant should have at least three years experience in the field of erection/installation of Low Tunnel at farmers fields under protected cultivation programme i) The applicant must have completed installation of erection/installation of Low Tunnel for at least 10 beneficiaries in last 3 years along with phone number and address. (Provide list of growers with area and date of completion.)</td>
<td>Copy of works order issued by Central/State Government / Central/State Government Boards/Institutions List of 10 beneficiaries’ with area and date of completion along with phone number and address.</td>
</tr>
<tr>
<td>4</td>
<td>OM Authorization</td>
<td>i) The applicant should have own manufacturing unit/plant and machinery or authorization of the firms having these facilities</td>
<td>List of plant &amp; machinery and place or authorization letter issued by manufacturer/company</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
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<td>---------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>Quality control</td>
<td>The applicant shall have to produce their-&lt;br&gt;i. Internal Quality Assurance and Quality Control (QAQC) plan</td>
<td>Note on quality standards of material</td>
</tr>
<tr>
<td>6</td>
<td>Certifications</td>
<td>The applicant should be ISO certified company</td>
<td>Copies of relevant Certificates</td>
</tr>
<tr>
<td>7</td>
<td>Tax registration and clearance</td>
<td>The bidder should have a registered number of&lt;br&gt;i. VAT/ CST where his business is located&lt;br&gt;ii. Income Tax / Pan number.&lt;br&gt;iii. The bidder should have cleared his VAT/ CST dues to the Government up to 31/03/2017.</td>
<td>Copies of relevant certificates of registration number&lt;br&gt;VAT/ CST clearance certificate from the Commercial Taxes Officer of the Circle concerned</td>
</tr>
<tr>
<td>8</td>
<td>Registration document (Tender form) issued by department</td>
<td>Tender form/ EoI Document issued by department for Low Tunnel</td>
<td>Tender form signed by authorized signatory on each page must be uploaded along with technical bid</td>
</tr>
</tbody>
</table>

2. Fee & Bank guarantees:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid security</td>
<td>Rs 10,000/- (RsTen Thousand) in the form of Demand Draft payable to Mission Director, Rajasthan Horticulture Development Society, Jaipur</td>
</tr>
<tr>
<td>Processing fees (RISL)</td>
<td>Rs. 1000/- Demand Draft in favor of MD of RISL, Jaipur.</td>
</tr>
<tr>
<td>Performance guarantee (Bank Guarantee)</td>
<td>Rs.10.00 lac (Rs. Ten Lac) valid up to 31st December, 2019 duly pledged in favour of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies. Such bank guarantee, if invoked, shall be in-cashable at Jaipur. Performance guarantee will be submitted after empanelment of firms</td>
</tr>
<tr>
<td>Document fees</td>
<td>1000/- Demand Draft in favour of &quot;Mission Director, Rajasthan Horticulture Development Society, Jaipur</td>
</tr>
</tbody>
</table>
3. Terms & Conditions for Empanelment:

1. The registered firm/ manufacturer shall provide free technical know-how/after sales service to the farmers for that financial year. In case of detection of failures or supply of poor sub-standard quality material; the concerned agency will be issued warning for first offence. In case of subsequent offences, the registered agency will be de-paneled and debarred from participating in the Scheme in addition to invoking of bank guarantee furnished by their dealers.

2. In the event of any complaint regarding after sales service or supply of defective/sub standard material is received, the registered agency shall have to rectify the defects within a period of 15 days. If the applicant fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merits. The registered agency will also be liable to be blacklisted and they will not be registered in future for a period of three years.

3. Manufacturing unit (factory point)/ supply material may be inspected before approval or as and when Mission Director, Rajasthan Horticulture Development Society feels necessary to ensure the performance and quality of the product. Any official nominated by the RHDS, will do inspection.

4. A random sampling from the manufacturing unit will be performed to ascertain the quality of supplies. Provision of third party inspection from any authentic agency will also be kept so as to take samples and the testing done from a reputed test house for the same purpose. If three samples of any manufacturer fail, the registration of the same will be withdrawn for rest of the financial year.

5. The RHDS is free to evolve strong punitive measure against erring registered agencies as well as against their own staff, in order to safeguard the interests of farmers and in order to ensure qualitative utilization of public funds.

6. Mission Director, Rajasthan Horticulture Development Society, Jaipur reserves the right to reject/ cancel the registration of the offers of applicant at any time if he is satisfied that it is desirable to do so in farmer's interest, after giving an opportunity of hearing to such an applicant. The decision of Mission Director, Rajasthan Horticulture Development Society, Jaipur shall be final and binding.

7. Registration will be subject to any other conditions from time to time, which the Mission Director, Rajasthan Horticulture Development Society, Jaipur may feel necessary to safeguard the interests of farmers.

8. The required quantity shall have to be supplied by the registered firm/ manufacturer as per given specification within 15 days of the order of supply. If the applicant fails to comply without any authentic or genuine reason, applicant will be liable to a fine as per Government norms.

9. The registered agency must be responsible for any defect during transportation/ shipment to delivery point and shall have to replace any damage within 15 days of intimation, failing which equal amount of damage and loss would be deducted from the agency dues.

10. The work will be executed at the site of farmer's field in different districts of Rajasthan.

11. The registered agency shall fully ensure the quality of product.

12. Registered firm/Manufacturing unit shall be responsible for one year guaranty/ warrantee of supplied material and in case of manufacturing defect, if any, the supplier has to replace the material free of cost to the farmer.

13. Copy of manufacturers and local dealer’s CST & TIN registration has to be submitted with application.

14. If the rate contract holder quotes/reduces it's price to render similar goods at a price lower that the rate contract price to anyone in the state at any time during the currency of the
rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price.

15. Firm/Manufacturing unit will be responsible for discrepancy any stage from delivery to billing. The agreement done between department of horticulture and firm/ manufacturing unit. Firm/ manufacturing unit will provide list of dealer with the bid document. Payment will be made to the firm/ manufacturing unit or to the concerned dealers of the firm/ manufacturing unit on behalf of the firm/ manufacturing unit on their written recommendation. Firms/ Manufacturing unit can be supply material through their authorized dealers. But in all the cases all the responsibility will be registered firm.

4. **Selection Method:** Rates of lowest bidder L1 shall be taken for consideration. Rest 80 percent bidder shall be offered to accept the lowest rate. If they agree than these shall be considered for empanelment. Rest of 20 percent of higher bidders shall be kept out i.e shall not be considered for empanelment.

5. **Quality Control**

1. To maintain the integrity of quality in low tunnel and avoid any malpractices the cover material has to be marked with non-erasable ink with following details:
   - The manufacture name or brand, Batch no., Manufacturing Date, Thickness

2. The test method for determining the above properties has to follow IS 2508

3. Copy of certificate of manufacturer for UV stability has to be submitted by the registered agency.

4. Specification of Low Tunnels:
   - GI rod in round shape, 2 metre length and 6 mm diameter
   - No of pieces - 165 per 1000 Sqm
   - Poly ethylene plastic sheet:

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25 micron</td>
<td>110 kg/cm²</td>
<td>90 kg/cm²</td>
<td>250%</td>
<td>350%</td>
<td>100 gf</td>
<td>4 months</td>
</tr>
<tr>
<td>50 micron</td>
<td>150 kg/cm²</td>
<td>130 kg/cm²</td>
<td>300%</td>
<td>450%</td>
<td>150 gf</td>
<td>12 months</td>
</tr>
</tbody>
</table>

- Poly propylene non woven sheets:
  - Technical data sheet ---- product u.v. non woven fabric
  - Raw material ---- polypropylene
  - Decomposition temperature ---- >300 (572°F)
  - Physical status ---- solid non woven fabric
  - Gsm range ---- 20gsm, 25 gsm& 50 gsm
  - Colour------- as per customer requirement
  - Width-- ---- 2 inch to 126 inch
  - length ------ as per customer requirement
  - Packing ------ stretch wrapping
  - Standard -- tested as per the standard of “edana” and “inda”
6. Payment Terms:
1. The prices should be inclusive of all handling, packaging, transportation and insurance charges and all type of taxes to the point of delivery i.e. field of farmer.
2. Poly ethylene plastic sheet / poly propylene non woven sheets and GI rod for low tunnel shall be provided to the farmers as per demand applications of the beneficiaries sanctioned by concerned district officer after 50% share of the farmer in advance.
3. Subsidy amount of the erection/installation of low tunnel shall be sanctioned after physical verification of the material by committee authorized for this work as per scheme guideline.

7. Completion of the Work:
The registered agency is supposed to be complete the erection/installation of low tunnel (GI rod, Poly ethylene plastic sheet/ poly propylene non woven sheets) within 15 days after issuance of administrative sanction.

8. Locations:
The programme will be implemented in all the districts of Rajasthan, where the cultivation of vegetable crops is being done.

9. Technical Bid:-Technical shall consist the following documents that will be the base of financial bids:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
<th>Fee Details</th>
<th>Eligibility Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EOI Document Fee</td>
<td>Proof of submission</td>
<td></td>
<td>Copy of resolution stating that Auth. Signatory (DSC holder) can sign the bid/contract on behalf of the firm.</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Security</td>
<td>Proof of submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Processing Fee (RISL)</td>
<td>Proof of submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bidder’s Authorisation Certificate</td>
<td></td>
<td></td>
<td>To be uploaded duly signed and stamped on each page.</td>
</tr>
<tr>
<td>5.</td>
<td>Original Scanned EOI Document</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>All the documents mentioned in the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>“Eligibility and essentials”, in support</td>
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<td></td>
<td>of the eligibility</td>
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<td></td>
<td>Legal Entity</td>
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<td>Financial Turnover</td>
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<td>Tax registration and clearance</td>
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<td></td>
<td></td>
<td>Registration document issued by department(Tender form)</td>
</tr>
</tbody>
</table>
### 10. Financial proposal:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Technical specification of low tunnel cover material</th>
<th>Unit</th>
<th>Total price including all applicable taxes in Rs./1000 Sqm Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25 micron poly ethylene plastic sheet for low tunnel and GI rod in round shape, 2 metre length and 6 mm diameter (No of pieces- 165 per 1000 Sqm) for low tunnel</td>
<td>Rs./1000 Sqm.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50 micron poly ethylene plastic sheet and GI rod in round shape, 2 metre length and 6 mm diameter (No of pieces- 165 per 1000 Sqm) for low tunnel</td>
<td>Rs./1000 Sqm</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>20 GSM poly propylene non woven sheets and GI rod in round shape, 2 metre length and 6 mm diameter (No of pieces- 165 per 1000 Sqm) for low tunnel</td>
<td>Rs./1000 Sqm.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>25 GSM poly propylene non woven sheets and GI rod in round shape, 2 metre length and 6 mm diameter (No of pieces- 165 per 1000 Sqm) for low tunnel</td>
<td>Rs./1000 Sqm.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>50 GSM poly propylene non woven sheets and GI rod in round shape, 2 metre length and 6 mm diameter (No of pieces- 165 per 1000 Sqm) for low tunnel</td>
<td>Rs./1000 Sqm.</td>
<td></td>
</tr>
</tbody>
</table>

Quoted rate should be filled both in words and figures.

Signature of Bidder
Self Declaration

I’ ---------------------------------S/o, D/o, W/o-----------------------------------------

Age----------------Years, Resident of-------------------------------------------------------------------------

----------------------------------------District----------------------------------State----------------------------

Do hereby solemnly declare that all the facts and documents given with the registration application for erection/ installation of low tunnel are true and correct and that it conceals nothing and that no part of this is false. In case the content is found to be incorrect or false, I will be liable for any type action the relevant provision.

Date:

Place:

Signature of Applicant
BANK GUARANTEE

BANK GUARANTEE No. .......

VALID UPTO 31.03.2019

To

MISSION DIRECTOR
RAJASTHAN HORTICULTURE
DEVELOPMENT SOCIETY (RHDS),
PANT KRISHI BHAWAN, JAIPUR
RAJASTHAN.

(1) In consideration of the Rajasthan Horticulture Development Society (RHDS) (hereinafter called "RHDS") having agreed to registerd for erection/ installation of low tunnel to M/s name of firm/manufacturer (hereinafter called "the said Contractor(s)") under the terms and conditions of registration document issued for registration to carry out aforesaid infrastructural facilities at the farmers field in Rajasthan, depositing bank guarantee of Rs. 1000000 (in words RsTenlacs only) valid up to 31st March, 2019 duly pledged in favor of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies. In case, if the firm fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merit and if invoked, shall be in-cashable at Jaipur. On production of a Bank Guarantee for Rs. 1000000/- (Rupees Ten lacs Only) we ...... Bank ........., Branch office ........, District ............. (Name of State) (hereinafter referred to as the "the Bank") at the request of M/s. ----------------- (firm/contractors) do hereby undertake to pay to the RHDS an amount not exceeding Rs. 1000000/- against any loss or damage caused to or suffered or would be caused to or suffered by the RHDS by reason of any fails to comply by the said firm/ manufacturer of any of the terms or conditions contained in the said Registration Document.

(2) We, the ........ Bank, Branch office at ....... District ........ (Name of State) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RHDS stating that the amount claimed is due by way of deviation from the comply of terms & conditions or loss or damage caused to or would be caused to or suffered by the RHDS by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said registration document or by reason of the contractor(s) failure to perform the said work at any stage or in any manner whatsoever. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 1000000/- (Rs. Ten lacs only).

(3) We undertake to pay to the RHDS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under
and the firm/ manufacture shall have no claim against us for making such payment.

(4) We, the ........... Bank , Branch office at ......, District .......... (Name of State)

(5) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said registration and that it shall continue to be enforceable till all the dues of the RHDS under or by virtue of the said registration have been fully paid and its claims satisfied or discharged or till Rajasthan Horticulture Development Society (RHDS) certifies that the terms and conditions of the said registration have been fully and properly carried out by the said firm/ manufacturer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 31.03.2019 shall be discharged from all the liability under this guarantee thereafter.

(6) We, the ......Bank, Branch office at ......, District .......... (Name of State) further agree with the RHDS that the RHDS shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said registration document or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time of the powers exercisable by the RHDS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said registration and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the RHDS or any indulgence by the RHDS to the said firm/ manufacturer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(7) NOTWITHSTANDING ANYTHING HEREIN

(a) Our liability under this guarantee shall not exceed Rs. 1000000/- (Rupees ten lacs Only).

(b) The Bank Guarantee shall be valid upto 31.03.2019.

(c) We are liable to pay the guarantee amount or any part of under this Bank Guarantee only, if you serve upon us a written claim or demand on or before 31.03.2019.

(7) We, ........ Bank, Branch office at .........., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RHDS in writing.

Dated the ....th ...... at -------(Name of place & State).
AGREEMENT
(SEE Rule 68)

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 successors executors and administrators] of the one part and 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 assign) 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 Wel as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column ............... of the said schedule.

3. And whereas the approved supplier has deposited a sun of Rs. ...............in .......... 

(1) Cash/Bank Draft/Challan No./Banker Cheque No. ............... dated ............... 
(2) Post office Savings Band Pass Book duly hypothecated to the Departmental authority. 
(3) Nationas Savings Certificates/Defence Savings Certificates, KisanvikasPatras, or any other script/instrument under National Saving Schemes for promotion of small savings, if the same can be pleased 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 Presents 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 appended to thes agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
(3) Letters Nos. ............. Recived from tenderer and letters Nos. form part of this agreement.
(4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through ............... Pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment. 
(b) The mode of Payment will be as specified bilow:-
1. ............... 
2. ............... 
3. ...............
5. The delivery shall be effected and completed within the period noted below from the date of supply order:

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

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 upto one fourth period of the prescribed delivery period.
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.
- (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period.
- (d) Delay exceeding three fourth of the prescribed delivery period.

Note: (i) Fraction of a 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 requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence 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 hinderences beyond the 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 the decision of the Government Shall be final.

In witness whereof the parties here to have set their hands on the ............... day of ........199 ............

Signature of the approved supplier
Signature for and on behalf of Governor
Designation

Date:
Witness No. 1
Witness No. 2
Annexure A : 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 or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

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

Conflict of Interest:-

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

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

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

   a. have controlling partners/ shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes 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 or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.
Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ................................ for procurement of ................................ in response to their Notice Inviting Bids No. ..............

Dated............. 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 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 competition;

Date:  
Place:  

Signature of bidder:

Name:  
Designation:  
Address:  

Doc1
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ____________________________
The designation and address of the Second Appellate Authority is __________________________

(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 the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder 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 of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) **Appeal not to lie in certain cases**

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

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

(5) **Form of Appeal**

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

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

Doc1
(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 authorised representative.

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

(7) Procedure for disposal of appeal

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

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

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

(c) After hearing the parties, perusal or 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.

(d) 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:

   (iii) Residential address:

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 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 appeal:

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

   (Supported by an affidavit)

7. Prayer:

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

Place ...........................................
Date ............................................
Appellant's Signature
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 during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious 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 a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited 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 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 Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.