

## **RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.**

### **(Tilam Sangh) Kota Project**

**Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)**

Phone No. : 0744-2471183, Fax : (0744) 2980159, GSTIN : 08AAAAR9285K1ZV, E-Mail : [tilamsangh@gmail.com](mailto:tilamsangh@gmail.com)

### **e-TENDER NOTICE FOR HANDLING (HAMMALI) & TRANSPORTATION OF WHEAT PURCHASE UNDER MSP 2019-20, AT CHAUMEHLA (JHALAWAR DISTT.) (ES1 4 1/19)**

E-tenders, from experienced and capable contractors, are invited for **Handling (Hammali Work) & Transportation of Wheat** to be purchased at **Chaumehla Centre in Jhalawar District**, under MSP 2019-20. Detailed requirement and conditions are mentioned in the tender document.

e-Tender shall be accepted only on-line (e-procurement). The required EMD as per e-Tender document along with e-Tender Form fee of Rs. 1000/-, in the form of Demand Draft/Pay Order in favour of "Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd. ", Kota, shall have to be deposited at its Kota Project, till **09.03.2019** upto 4.00 PM as notified in the e-Tender Document. Another DD for e-Tender Processing Fee of Rs. 1000/- in favour of "MD, RISL", Jaipur shall also have to be deposited at the Kota Project of Tilam Sangh till **09.03.2019** upto 4.00 PM. e-Tender without appropriate Fees & EMD as referred above, will not be accepted. The details of e-Tender schedule are as under :-

<b>Down Load</b>	<b>Submission</b>	<b>Opening</b>
From <b>05.00 PM on 27.02.2019</b>	Till <b>09.03.2019</b> upto 5.00 PM	Technical Bid : On <b>11.03.2019</b> at 11.00 AM

Technical Bid and Financial Bid shall be uploaded separately. Financial Bid of tenderer who qualifies in the Technical Bid would only be downloaded. Unqualified tenderers in the Technical Bid shall not be considered.

General Manager reserves the right to reject any tender or part without assigning any reason thereof. This tender will be processed through e-procurement Portal of Govt. of Rajasthan.

You may visit our website [www.tilamsangh.com](http://www.tilamsangh.com) or [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) or the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> for further information regarding e-tender and for any assistance contact helpdesk phone 0141-4022688 email [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

**GENERAL MANAGER**

# RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

## (Tilam Sangh) Kota Project

**Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)**

Phone No. : 0744-2471183, Fax : (0744) 2980159, GSTIN : 08AAAAR9285K1ZV, E-Mail : [tilamsangh@gmail.com](mailto:tilamsangh@gmail.com)

### TECHNICAL BID

**TENDER NO. : ES1\_4\_1/19**

Price of e-Tender Document: Rs. 1000/-

1.	Down Load of Tender Form	From <b>05.00 PM</b> on <b>27.02.2019</b>
2.	Submission of EMD / Fees	
i)	EMD as applicable	Till <b>09.03.2019</b> upto 4.00 PM
ii)	Tender document Fee Rs. 1000/-	Till <b>09.03.2019</b> upto 4.00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till <b>09.03.2019</b> upto 4.00 PM
3.	Last date and time of upload of the Tender	Till <b>09.03.2019</b> upto 5.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On <b>11.03.2019</b> at 11.00 AM
ii)	Financial Bid	
5.	Earnest Money to be submitted with Tender	Rs. <b>2.00 Lacs</b> /-
6.	Approximate value of work	Rs. <b>100.00 Lacs</b>
7.	Validity of the offer	60 days, from the date of opening of Financial Bid

1. NAME OF TENDERING FIRM WITH ADDRESS .....  
.....  
.....  
.....  
.....
2. NATURE OF FIRM (Govt./Ltd. Co./Partnership/ Co-op./Individual) .....
3. YEAR OF ESTABLISHMENT .....
4. REGISTRATION NO. ....
5. GST NO. ....  
(Self Certified Copy to be Uploaded positively)
7. REGISTERED ADDRESS .....  
.....  
.....
8. i) PRESENT MAILING ADDRESS WITH TELEPHONE NUMBER .....  
.....

- ii) E-mail ID .....
- 9. TELEPHONE/MOBILE NUMBERS .....
- 10. INCOME TAX PAN .....  
(Self Certified Copy to be Uploaded positively)
- 11. BANK ACCOUNT DETAILS .....  
(Scanned copy of Statement of last 6 months to be uploaded)
  - a) NAME AND ADDRESS OF BANK .....
  - b) ACCOUNT NO. (WITH ITS NATURE) .....
  - c) TITLE OF ACCOUNT .....
  - d) IFS CODE .....
  - e) NAME OF PERSON MAKING TRANSACTIONS .....
- 12. EXPERIENCE OF WORK OF RELATED FIELED.....  
(Copies of certificates to be Uploaded)
- 13. DETAILS OF PAYMENT (DD/PAY ORDER) .....  
(Numbers & Date of DDs/POs are to be mentioned here, whereas their scanned copies are to be uploaded).

	Amount (Rs.)	DD No.	Date
I) EMD	Rs. <b>2,00,000/-</b>	_____	_____
II) TENDER DOCUMENT FEE	Rs. 1,000/-	_____	_____
III) E-TENDERING PROCESSING FEE	Rs. 1,000/-	_____	_____

**DECLARATION BY THE TENDERER**

Submitted that the information and facts provided by me are true to the best of my knowledge and records. If any of the information is found falls or incorrect, this tender shall be liable for rejection.

Date:

Signature of Tenderer : \_\_\_\_\_  
 Name of Signatory (In Block Letter) : \_\_\_\_\_  
 Designation : \_\_\_\_\_

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project**

**Annexure-E**

**DECLARATION BY THE TENDERER**

I/We have read and understood all the terms and conditions of the e-tender document, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in the check-list at Annexure-“G”. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am ..... (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit e-tender. The authority letter in this regard is enclosed here with.

Date :

Signature of the tenderer : .....

Place :

Name and Address of the tenderer : .....

Mobile No. :

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

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project**

**Annexure-F**

**INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS**

1. The scanned copy of tender form (Technical Bid, Part-I) and other relevant documents, which are required, duly filled and signed by tenderer should be uploaded online.
2. The tenderer is required to fill up and upload their rate at proper place i.e. in financial bid (BOQ), Part-II of tender, as per the link provided on the web.
3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

DO IT : E-Procurement Cell, 1<sup>st</sup> Floor, Yojna Bhawan, Jaipur.  
Help Desk Phone : 0141-4022688  
Email : eproc@rajasthan.gov.in

4. Tender form & handwritten rates shall not be accepted in tender Box, although all the 3 DDs/Pay Orders towards tender form fee, RISL processing fee and EMD are to be submitted in this office within the scheduled time, as per e-Tender notice and technical bid.
5. Since a part of this tender document is in Hindi therefore it is necessary to have Kruti Dev010 font in the computer in order to download the complete tender document.
6. Please read the instructions carefully before submitting the tender online.
7. In case of any query, please call on 0141-4022688/E-procurement Cell/Tilam Sangh Office (IT Cell) 0744-2471183,

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project**

**Annexure-G**

**CHECK LIST FOR FILLING UP THE TECHNICAL BID**

In order to qualify the technical bid, the scanned copies of following documents are to be uploaded compulsorily, by the tenderer, at the time of filling the e-tender, in lack of any of which, the technical bid shall be rejected.

1. Fees & EMD
  - a) A DD/Pay order for Rs. 1000/-, towards tender document fee.
  - b) A DD/Pay order for Rs. 1000/-, towards RISL processing fee.
  - c) A DD/Pay order for Rs. **2,00,000/-**, towards EMD (Tender Security).
2. Part -I (Technical Bid) of tender document (page no. 3 and 4) duly filled and signed with seal by the tenderer.
3. The enclosed "Declaration by the Bidder" at annexure-B of the tender document, duly filled and signed with seal, required under rules 2013 of Rajasthan Transparency in Public Procurement act 2012.
4. The enclosed "Declaration by the tenderer" at annexure-E of the tender document duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.
5. Self certified copy of PAN.
6. Self certified copy of GSTIN

## RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-H

### DETAILS, TERMS AND CONDITIONS OF THE BID

#### A. DETAILS OF WORKS :

**Handling (Hammali Work) & Transportation** of Wheat to be purchased under MSP 2019-20, at **Chaumehla** purchase center in **Jhalawar District**, under Kota Project as per details mentioned in Annexure-K.

Any or any combination of few or all works shall be required to be executed out of mentioned jobs at Annexure-J. The tenderer shall have no claim with regard to the quantity of works to be executed.

#### B. LOCATION OF WORKS :

The required Handling (Hammali Work) & Transportation job is to be executed at **Chaumehla** purchase center of **Jhalawar District**.

#### C. CONTRACT PERIOD :

i) This contract shall be valid for a period of 4 months from the date of award of contract. The successful tenderer shall be required to execute a contract agreement, on the Performa given at Annexure-M, within 7 days of award of contract or letter of intent.

ii) This contract may be extended for a period of 3 months if Tilam Sangh so requires.

#### D. e-TENDER FEE AND e-TENDER PROCESSING FEE :

e-Tender form fee of **Rs. 1000/-** in the form of **DD/Pay Order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”**, payable at **Kota** and e-tender processing fee of **Rs. 1000/-** in the form of **DD/Pay Order** in favour of **“MD, RISL”**, payable at **Jaipur**, shall have to be deposited in this office within the scheduled time, as mentioned in the e-Tender notice and the technical bid. e-Tender without appropriate fees as referred above, shall not be accepted. The scanned copies of DDs/Pay Orders are also required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

#### E. (i) TENDER SECURITY (EMD) :

1. An EMD as mentioned at Annexure 'K' is to be deposited in the form of **DD/Pay order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”** payable at **Kota**. The DD/Pay order should reach this office i.e. Kota Project of Tilam Sangh up to the scheduled time, as mentioned in the e-Tender notice and the technical bid, whereas its scanned copy is required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list. In lack of EMD, the bid shall stand cancelled.

2. REFUND OF EMD : The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder.

**(ii) PERFORMANCE SECURITY**

1. The successful tenderer shall be required to deposit a security amount as mentioned at Annexure 'K' in our account, immediately after getting declared successful however the EMD already deposited by him, shall be adjusted in this security amount. This differential security amount may also be deposited in the form of bank guarantee.
2. Refund of Performance Security : It shall be released after successful completion of works, after the contract period i. e. clearance of account by FCI at the end of RMS 2019-20.

**(iii) BANK GUARANTEE**

1. The Successful tenderer shall be required to deposit a Bank Guarantee of an amount, as mentioned in **Annexure 'K'** with us, which shall be in addition to the performance security (in case of experienced tenderer), however for co-operative societies, this Bank Guarantee is exempted.
2. In case, the successful tenderer is inexperienced, he shall be required to deposit an addition Bank Guarantee of an amount, as mentioned in **Annexure 'K'**, with us, which shall be in addition to the performance security and the Bank Guarantee, however for co-operative societies, the additional Bank Guarantee is exempted.
3. The Bank Guarantee and the addition Bank Guarantee may be invoked any time during the contract period, in case the successful tenderer fails to perform as per contract/tender.
4. All the securities and Bank Guaranties shall be released after successful completion of contract/work and no interest shall be payable on these amounts.

**G. PAYMENT TERM :**

Monthly bills, bearing GSTN as applicable and the PAN compulsorily, of the work executed by the successful tenderer, shall be produced to Tilam Sangh Kota Project, after getting it verified from the OSCS /purchase centre concerned, who shall verify the bill only for the quantity against clear WR received. The payment for bills against clear WR received, shall be released in accordance to the work order/tender after verifying the facts and figures by Kota Project.

**H. SUBMISSION OF RATE AND PROCEDURE FOR EVALUATING THE TENDER :**

- i) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender.
- ii) The tenderer is required to submit lower/equal/higher percentage of rates over the rates mentioned in our BSR at Annexure-J. This quoted percentage shall be basis for award of contract. The tenderer quoting the lowest rate in terms of percentage shall be treated as lowest bidder.
- iii) **Total amount taken (as Rs. 38.69) in Financial Bid (BOQ) is only for comparison after applying the quoted percentage on it. This amount is not valid for any claim. The bill shall be prepared and the payment shall be made only as per slab rates of BSR/Financial Bid and subsequently applying quoted percentage (positive or negative) over and above it.**
- iv) Due to nature of format of Financial Bid (BOQ), there is a possibility that the system generated BOQ Comparative Chart is faulty (not proper), so in that case or in any case, manually prepared Comparative Chart shall be final and binding on the tenderer.



**I. VALIDITY OF OFFER :**

Your offer (Bid) shall be valid for a period of 60 Days from the date of opening of financial bid.

**J. RIGHT TO PROCURE THE QUANTITY OF WORKS :**

The financial volume of works mentioned in the tender is based on a rough assessment and is tentative. We may not procure the mentioned quantity of works. It depends on prevailing situation during the execution of work. We reserve the right to procure any quantity of work or no works, in accordance to the rule 73(2) of Rajasthan Transparency in Public Procurement Act. The tenderers shall have no claim with regard to the quantity of works to be procured.

**K. TECHNICAL REQUIREMENT OF BIDDER:**

- (I) The bidder is required to be in possession of PAN and GSTIN compulsorily, in order to participate in the bid. The self certified copies of these documents are required to be uploaded in order to qualify the technical bid, as mentioned in the Check-list (Annexure-G).
- (II) The bidder should preferably have an experience of 1-2 years of related field, for which copies of experience certificates are to be uploaded with the technical bid, however inexperienced bidders shall also be considered but in that case additional bank guaranty, as mentioned in Annexure-K shall be required.

General Manager  
R.R.T.U.S.S.Ltd. (Tilam Sangh)  
Kota Project, Kota

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project****Annexure-K****चौमहला क्रय केन्द्र (जिला-झालावाड)**

(समर्थन मूल्य अन्तर्गत क्रय केन्द्र विवरण, जहां हम्माली एवं परिवहन कार्य किया जाना है)

क्र.सं.	क्रय केन्द्रों के नाम	EMD in Rs.	Performance Security in Rs.	Bank Guarantee (in Rs.)	Additional Bank Guarantee (in Rs.)
1	चौमहला	2.00 लाख	5.00 लाख	5.00 लाख	5.00 लाख

**नोट :-**

1. इस केन्द्र के अतिरिक्त, आस-पास के क्षेत्र में कोई अन्य केन्द्र आवंटित होने की स्थिति में, सफल निविदादाता कोटेड दरों पर ही, उस केन्द्र पर कार्य करने के लिये बाध्य होगा।
2. बिलिंग प्रयोजन के लिये भण्डारण हेतु, क्रय केन्द्र से गोदाम के मध्य की दूरी, केन्द्रवार आरटीओ/पीडब्लूडी विभाग द्वारा उपलब्ध अथवा गूगल मैप अनुसार दर्शाई गई दूरी मान्य होगी। सफल निविदादाता को सम्बन्धित विभाग का प्रमाण पत्र बिल के साथ प्रस्तुत करना होगा।

महाप्रबन्धक  
राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि.  
कोटा परियोजना, कोटा

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project**  
**Annexure-I**

**GENERAL TERMS & CONDITIONS**

- 1 The tenderer shall have to carefully study and understand the conditions and requirements of works required to be executed. If the tenderer has any doubt about the meaning of any term, condition or requirement etc., he should refer to the General Manager and get clarification. The decision of the Project regarding interpretation of the conditions shall be final and binding on the tenderers.
- 2 **Financial Bid, of only those bidders, who qualify the technical bid i.e. who have uploaded the scanned copies of required DDs/Pay Orders and other relevant documents required as per the check list (Annexure-G) and have deposited the DDs/Pay Orders in this office up to the scheduled time, shall be opened.**
- 3 This tender shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
- 4 Prior to loading the scanned copies of technical bid at the time of filling the online tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
- 5 If the successful tenderer fails to execute the works as per technical bid, the project shall be at liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of the successful tenderer.
- 6 The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The work may be awarded in part or full, as per our requirement.
- 7 In case, the legal proceedings are felt to be required by the tenderer or the project, the same shall be dealt at the Kota jurisdiction only.
- 8 If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In 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 General Manager.
- 9 The General Manager, Tilam Sangh, Kota reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
- 10 In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.
- 11 The successful tenderer shall be required to arrange the labour license, as per the requirement, of labour rules. Even it may be required during the period of rate contract.
- 12 If any loss is made by, contractor labourers, while purchase of Wheat the contractor shall be responsible for it and the amount, as per the loss incurred, shall be recovered from his bills/security amount/Bank Guarantee.
- 13 The successful tenderer shall be required to start the work on due date and time, after fulfilling all the conditions of tender/work order, failing which the work order shall be cancelled by forfeiting their EMD/Security/Bank Guarantee.

- 14 The successful tenderer is required to procure the insurance policies of all the employed labourers, under labour compensation act, for which no payment shall be released from the project.
- 15 The successful tenderer shall be responsible for compensation to any labourer, meeting an accident, while at work.
- 16 It is necessary that the successful tenderer makes the payment to his labourers as per Minimum Wages Act and the orders of the State/Central Govt., issued from time to time. Action shall be initiated against the successful tenderer, if at any time it is found that he is not making the full payment as per the declared wages of the Act.
- 17 The successful tenderer shall be responsible for any act of his labourers, like hampering the work, boycotting the work or creating any such dispute due to which the working of the project is affected negatively.
- 18 The General Manager, Kota Project reserves the right to cancel the work order with 24 hours notice and forfeit the security amount, in case the work of the successful tenderer is not found satisfactory, at any time during the contract period.
- 19 The TDS and other statutory deductions shall be made, as per rules, from the payment of bills of successful tenderer.
- 20 The successful tenderer shall be required to execute an agreement on Non-Judicial Stamp paper of Rs. 500/- on enclosed Performa at Annexure-M, which bears all conditions binding on both the parties.
- 21 **The successful tenderer is required to deposit the performance security amount, as per Annexure 'K' in our account, immediately after getting declared successful, by way of DD/Electronic Fund Transfer/Bank Guarantee. The EMD of successful tenderer shall be converted to security deposit and only the differential amount of security and EMD is to be deposited by them. In addition to performance security the successful tenderer shall also have to submit the Bank Guarantee and the addition Bank Guarantee (as the case may be) to this office immediately after getting declared successful. The total security amount and the Bank Guarantees so deposited shall be released after successful completion of supplies/work i. e. clearance of account by Food Corporation of India (FCI) at the end RMS 2019-20 No interest shall be payable on that, which may please be noted.**
- 22 The successful tenderer would be made nominal member of Tilam Sangh.

General Manager  
R.R.T.U.S.S.Ltd. (Tilam Sangh)  
Kota Project, Kota

## RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-N

### अन्य आवश्यक शर्तें

1. यदि क्रय केन्द्र के आस-पास के क्षेत्र में, कार्य के दौरान कोई अन्य केन्द्र आवंटित किया जाता है, तो उस केन्द्र पर सफल निविदादाता इन्ही कोटेड/स्वीकृत दरों पर कार्य करने हेतु बाध्य होगा।
2. यदि निविदादाता द्वारा किसी कानून की अनुपालना सही रूप से नहीं करने पर तिलम् संघ को हर्जाना या कानूनी दायित्व का खर्च वहन करना पड़ता है तो इस प्रकार का समस्त खर्चा निविदादाता से वसूल किया जावेगा।
3. निविदादाता को आवंटित कार्य से सम्बन्धित अन्य कार्य जो सूची में नहीं आया है तथा किसी भी समय आवश्यक पाया जाता है तब उसकी भुगतान दर कार्य की समरूपता पर निश्चित की जावेगी। अतः निविदादाता निर्देशानुसार कार्य करने के लिए बाध्य होगा।
4. सम्बन्धित निविदादाता परियोजना की ख्याति व उसके व्यावसायिक हितों का उसी निष्ठा से ध्यान रखेगा जैसा कि वह अपनी ख्याति व हितों की रखता है। जो जानकारी गोपनीय हो उसे उजागर नहीं करेगा ओर ना ही कोई ऐसा कार्य करेगा जिससे परियोजना के हितों पर कोई प्रतिकूल प्रभाव पड़े।
5. सफल निविदादाता को भुगतान हेतु परियोजना कार्यालय में इनवोईस (बिल) देना होगा। जिस पर पै नं., जीएसटी नं. पता एवं मोबाईल नं./टेलिफोन नं. इत्यादि अंकित हो।
6. खरीद एजेन्सी द्वारा चिन्हित भण्डार गृह में जमा कराये गये कट्टो की संख्या में कमी/भार में कमी, सिलाई की कमी, छपाई की कमी अथवा अन्य कमियों के कारण भा. खा. नि./राजफौड/नैफेड द्वारा यदि किसी प्रकार की कटौती अथवा शास्ति लगाई जाती है, तो वह एचएण्डटी कॉन्ट्रेक्टर से वसूलनीय होगी।
7. कार्य स्थल पर ठेकेदार/सुपरवाइजर का होना आवश्यक होगा, जिसे परियोजना प्रभारी/अधिकारी के निर्देशानुसार कार्य करना होगा।
8. समय-समय पर प्रबन्धन व परियोजना द्वारा दिये गये निर्देशों की पालना करना आवश्यक होगा।
9. कार्य समाप्ति पश्चात् सुरक्षा राशि वापसी के आवेदन के साथ अदेय प्रमाण पत्र फार्म देना होगा।
10. सफल निविदादाता को स्वयं ही केन्द्र का समस्त कार्य सम्पादित करना होगा। किसी भी हालात में वह आवंटित किये गये कार्य को अग्रहस्तांतरित (Sublet) नहीं कर सकता। अग्रहस्तांतरित करने के प्रमाण पाये जाने पर आवंटित कार्य निरस्त किया जा सकता है व निविदादाता की परफॉर्मेन्स सिक्योरिटी/बैंक गारण्टी जब्त की जा सकती है।
11. बिलिंग प्रयोजन के लिये भण्डारण हेतु, क्रय केन्द्र से गोदाम के मध्य की दूरी, केन्द्रवार आरटीओ/पीडब्लूडी विभाग द्वारा उपलब्ध अथवा गूगल मैप अनुसार दर्शाई गई दूरी मान्य होगी। सफल निविदादाता को सम्बन्धित विभाग का प्रमाण पत्र बिल के साथ प्रस्तुत करना होगा।

महा प्रबन्धक  
राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि.  
कोटा परियोजना, कोटा

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project**

**Annexure-M**

(500 रूपये के नॉन ज्यूडिशियल स्टॉम्प पेपर पर टाईप कराकर प्रस्तुत करें)

**—: (प्रारूप) इकरारनामा :-**

मैं .....  
प्रोपराईटर/साझेदार मैसर्स .....  
पता .....

(फर्म का नाम व पत्र व्यवहार का पता)

तिलम् संघ द्वारा ..... जिले के ..... केन्द्र/केन्द्रों के लिये दिनांक .....को जारी कार्यादेश अनुसार कार्य करने को राजी हूँ/है। मेरे/हमारे द्वारा कार्यादेश तथा निविदा प्रपत्र में वर्णित सभी शर्तों का मैंने /हमने पूर्ण अध्ययन कर लिया है तथा सभी शर्तें मुझे /हमें मान्य हैं। मैं/हम तिलम् संघ द्वारा आवंटित कार्यादेश अनुरूप व निविदा प्रपत्र में वर्णित शर्तों के अनुसार तिलम् संघ में कार्य पूर्ण श्रद्धा एवं विश्वास से करने को तैयार हूँ। यदि मैं/हम कार्य करने में विफल रहता हूँ / रहते हैं तो तिलम् संघ प्रबन्धन को मेरी/हमारी जमा सुरक्षा राशि तथा अन्य किसी भी प्रकार की देय राशि से तिलम् संघ को हुए नुकसान का हर्जाना वसूल करने का पूर्ण अधिकार होगा।

गवाह (निविदा दाता)

हस्ताक्षर

नाम

पता

हस्ताक्षर निविदादाता

नाम .....

पता .....

दिनांक .....

गवाह (तिलम् संघ)

हस्ताक्षर

नाम

पता

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project****Annexure-J****हम्माली व परिवहन कार्य हेतु बीएसआर**

क्र.सं.	कार्य का विवरण	बी.एस.आर. दरें
<b>1.</b>	<b>हम्माली कार्य</b>	
1.01	गेहूँ भरा बारदाना कांटा उतराई व खिंचाई	1.70 /- रु. प्रति क्वि.
1.02	बारदाना पर मार्का (स्टेन्सिल) लगाई रंग सहित एवं मशीन द्वारा डबल लाईन सिलाई धागे सहित	2.50 /- रु. प्रति क्वि.
1.03	गेहूँ भरा बारदाना वाहन में लोडिंग	4.30 /- रु. प्रति क्वि.
1.04	परिस्थिति अनुसार स्टेक लगाना	3.80 /- रु. प्रति क्वि.
<b>2.</b>	<b>परिवहन कार्य</b>	
2.01	प्रथम 5 किलोमीटर तक	16.00 रु. प्रति क्वि.
2.02	6 किमी. से 15 किमी. तक	9.85 रु. प्रति क्वि., बिन्दु संख्या 1 की निरन्तरता में।
2.03	16 किमी. से 75 किमी. तक	0.31 रु. प्रति क्वि. प्रति किमी., बिन्दु संख्या 2 की निरन्तरता में।
2.04	76 किमी. से अधिक	0.23 रु. प्रति क्वि. प्रति किमी., बिन्दु संख्या 3 की निरन्तरता में।
	कुल योग *	38.69 /- रु. प्रति क्वि.

- नोट : 1) \* इस कुल योग का बिलिंग तथा भुगतान प्रयोजन हेतु कोई महत्व नहीं है। यह सिर्फ कोटेड प्रतिशत रेट लागू करने के बाद वित्तीय निविदा (बीओक्यू) में प्राप्त दर की तुलना हेतु है। भुगतान, उपरोक्त बीएसआर स्लेब रेट अनुसार बिल तैयार कर, उस पर कोटेड रेट लागू कर किया जायेगा। उपरोक्त बीएसआर तथा वित्तीय निविदा में, निविदादाता द्वारा प्रस्तुत की गई प्रतिशत दर ही समस्त बिलिंग व भुगतान हेतु अन्तिम व मान्य होगी।
- 2) उपरोक्त कार्य के अतिरिक्त बारदाना गांठ ट्रक से लोडिंग/अनलोडिंग 30/- रुपये प्रति गांठ की फिक्स दर से देय होगा। इस पर बी.एस.आर. दरों से अधिक/कम (प्रतिशत) दरें लागू नहीं होगी।
- 3) परिवहन कार्य हेतु यदि किसी गन्तव्य की दूरी 2 स्लेब के बीच में निर्धारण अनुसार पाई जाती है, उस स्थिति में, नीचे वाले स्लेब की रेट देय होगी। उदाहरण के लिए 15.7 किमी. गन्तव्य हेतु, 6 किमी. से 15 किमी. तक वाले स्लेब की दर लागू होगी।

महा प्रबन्धक  
राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि.  
कोटा परियोजना, कोटा

## **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 interest 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 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.

## 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 Tilam Sangh 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 :

Signature of Bidder

Place :

Name : .....

Designation .....

Address .....

## **Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is The Managing Director, Tilam Sangh Jaipur.

The designation and address of the Second Appellate Authority is The Administrator, Tilam Sangh 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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or 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.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filing Appeal :**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees 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 .....

1. Particular of the 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 propose to be represented by a representative, the name and postal address of the representative :

5. Number of affidavit and documents enclosed with the appeal :

6. Ground of appeal :

.....  
.....

..... (Support by an affidavit)

7. Prayer :

.....  
.....

Place .....

Date .....

Appellant's Signature

## **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.

### **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 **Annexure D** that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

General Manager  
R.R.T.U.S.S.Ltd. (Tilam Sangh)  
Kota Project, Kota