

**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, TIN 08702102109 E-Mail : tilamsangh@gmail.com

e-TENDER NOTICE FOR SUPPLY OF SECURITY PERSONNEL (ES-02/20)

e-tenders from experienced and capable contractors are invited for annual rate contract for **Supply of Security Personnel (ES-02/20)** up to **05.00 PM** on **02.03.2020** Details may be seen in the e-tender document available at our official website www.tilamsangh.com or the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal of Government of Rajasthan www.eproc.rajasthan.gov.in .

General Manager

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Kota Project

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e-TENDER NOTICE FOR SUPPLY OF SECURITY PERSONNEL (ES-02/20)

e-tenders from experienced and capable contractors are invited for annual rate contract for **Supply of Security Personnel (ES-02/20)**. Detailed requirements and conditions are mentioned in the Tender Document.

e-Tender shall be accepted only on-line (e-procurement). EMD of Rs. 38000/, 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 **02.03.2020** 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 **02.03.2020** 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 :-

Down Load	Submission	Opening
From 05.00 PM on 23.01.2020	Till 02.03.2020 upto 5.00 PM	Technical Bid : On 03.03.2020 at 02.00 PM

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 or www.eproc.rajasthan.gov.in for further information regarding e-tender and for any assistance contact helpdesk phone 0141-4022688 email eproc@rajasthan.gov.in

GENERAL MANAGER

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

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e-TENDER FOR SUPPLY OF SECURITY PERSONNEL

PART-I (TECHNICAL BID)

Tender No. : (ES-02/20)

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

1.	Down Load of Tender Form	From 05.00PM on 23.01.2020
2.	Submission of EMD / Fees	
i)	EMD as applicable	Till 02.03.2020 upto 4.00 PM
ii)	Tender document Fee Rs. 1000/-	Till 02.03.2020 upto 4.00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till 02.03.2020 upto 4.00 PM
3.	Last date and time of upload of the Tender	Till 02.03.2020 upto 5.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 03.03.2020 at 02.00 PM
ii)	Financial Bid	To be notified to successful bidders of technical bids, only
5.	Earnest Money to be submitted with Tender	Rs. 38000/-
6.	Approximate value of work	Rs. 19,00,000/-
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. SERVICE TAX REGISTRATION NO. (Self Certified Copy to be Uploaded positively)
5. GSTIN
6. REGISTERED ADDRESS

7. i) PRESENT MAILING ADDRESS WITH TELEPHONE NUMBER
 ii) E-mail ID
8. TELEPHONE/MOBILE NUMBERS
9. DETAILS OF LICENSE UNDER "PRIVATE SECURITY REGULATION ACT 2005"
 (Self Certified Copy to be Uploaded positively)
10. INCOME TAX PAN
 (Self Certified Copy to be Uploaded positively)
11. BANK ACCOUNT DETAILS
 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. DURATION, OF EXPERIENCE OF WORKS, IN YEARS
 (Copies of certificates to be Uploaded positively)
13. LABOUR LICENSE NO.
14. PF REGISTRATION & CODE NO.
15. 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. 38,000/-	_____	_____
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, 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. :

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.....

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.
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, 1st 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. **38000/-**, towards EMD (Tender Security).
2. Part -I (Technical Bid) of tender document (in two pages, 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 copies of Experience Certificates for minimum 3 years, towards supply of Security Personnel in Govt. /Co-operative Institutions/PSUs/Autonomous Bodies.
7. Self certified copy of valid license under "Private Security Regulation Act 2005".
8. Self certified copy of valid document towards issuance of PF code by the Deptt. of Providend Fund.
9. The enclosed "Declaration by the tenderer" at annexure-N of the tender document duly filled and signed with seal, towards clearance on account of any pending enquiry of previous assignments undertaken by the bidder.

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

Annexure-H

DETAILS, TERMS AND CONDITIONS OF THE BID

A. i) DETAILS OF WORKS :

The tender is for annual rate contract for **supply of security personnel** for the Project, Colony Campus and ETP area. The tenderer shall be required to supply the Ex-Service men and the Civilians as well, as per the details mentioned at Annexure-J.

ii) ESSENTIAL REQUIREMENTS OF BIDDER :

- a) Tenderer should have minimum 3 years experience of supply of security personnel in Govt. /Co-operative Institutions/PSUs/Autonomous Bodies, for which he is required to upload self certified copies of experience certificates, as mentioned at Annexure-G.
- b) Tenderer should have a valid license under "Private Security Regulation Act 2005", for which he is required to upload self certified copy of valid license, as mentioned at Annexure-G.
- c) Tenderer should have a valid PF code issued by the Deptt. of Provident Fund, for which he is required to upload self certified copy of valid license towards issuance of PF code by the Deptt., as mentioned at Annexure-G.
- d) Tenderer should have a valid PAN card, for which he is required to upload self certified copy of PAN, as mentioned at Annexure-G.

All the 4 conditions mentioned above are essential and in lack of fulfillment of any of this condition, the technical bid shall be rejected.

B. LOCATION OF WORKS :

The required supply of security personnel is to be made for Kota Project, Kota of Tilam Sangh Rajasthan.

C. CONTRACT PERIOD :

- i) This contract shall be valid for a period of one year 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 15 days of award of contract or letter of intent.
- ii) This contract may be extended for a period of 3 months, in accordance to RTPP rules.

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 of **Rs. 38000/** 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.

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 equivalent to 5% of the declared tender value, in our account, immediately after getting declared successful however the EMD already deposited by him, shall be adjusted in this security amount.
2. REFUND OF Performance Security : It shall be released after successful execution of contract.

G. PAYMENT TERM :

Monthly bills, of security personnel supplied in each month, shall be produced by the tenderer, in triplicate, to the concerned officer/HOD before the 5th day of the next month. The payment of bills of each month shall be made before the 15th day of next month after getting the bills verified by the concerning HOD and fulfillment of statutory requirements related with the act and provident fund.

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. 23362/-) 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 the 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/SUPPLIES :

The financial volume of works/supplies mentioned in the tender is based on previous experience and is tentative. We are not bound to procure all the mentioned quantity of works/supplies. It depends on prevailing situation during the year. We reserve the right to procure any quantity of works/supplies or no works/supplies, 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/supplies to be procured.

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-I

GENERAL TERMS & CONDITIONS

- 1 The tenderer shall have to carefully study and understand the conditions and requirements of works/supplies 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 The tenderer should be in possession of PF code. It shall be the responsibility of successful tenderer to prepare accounts statement as per PF rules and to produce the same on demand for inspection for which he shall be liable and responsible. In case, any personnel is deprived of taking the benefit of PF due to non fulfillment of requirements on the part of successful tenderer, he shall be solely responsible and the recovery shall be made from his payment of bills.
- 5 The tenderer shall not sublet the work awarded to him.
- 6 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.
- 7 If the successful tenderer fails to execute the works/supplies 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.
- 8 The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The works/supply may be awarded in part or full, as per our requirement.
- 9 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.
- 10 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.
- 11 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.
- 12 In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.

- 13 If any loss is made by, contractor personnel, to the project property, the contractor shall be responsible for it and the amount, as per the requirement, shall be recovered from his bills/security amount.
- 14 The successful tenderer shall be required to start the work/supply on due date and time, after fulfilling all the conditions of tender/work order, failing which the work/supply order shall be cancelled by forfeiting their EMD/Security.
- 15 The successful tenderer is required to procure the insurance policies of all the employed personnel, under labour compensation act, for which no payment shall be released from the project.
- 16 The successful tenderer shall be responsible for compensation to any personnel, meeting an accident, while at work.
- 17 It is necessary that the successful tenderer makes the payment to his personnel 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.
- 18 The successful tenderer is required to release the payment of wages to personnel employed by him, before the 7th day of each month, as per the wages payment Act. For the purpose, he is required to maintain the attendance record and advance payment register. If any penalty is imposed on the project, by any competent officer, due to non release of wages payment before or on the due date, by the successful tenderer, the penalty so imposed shall be recovered from him.
- 19 The successful tenderer shall be responsible for any act of his personnel, like hampering the work, boycotting the work or creating any such dispute due to which the working of the project is affected negatively.
- 20 The General Manager reserves the right to cancel the work/supply 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.
- 21 The TDS and other statutory deductions shall be made, as per rules, from the payment of bills of successful tenderer.
- 22 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.
- 23 **The successful tenderer is required to deposit a security amount equivalent to 5% of the tender value, in our account, immediately after getting declared successful, by way of DD/Electronic Fund Transfer. 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. The total security amount so deposited shall be released after successful completion of supplies/work. No interest shall be payable on that, which may please be noted.**

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

राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि., कोटा

Annexure-J

तिलम् संघ कोटा परियोजना परिसर, कॉलोनी, पैकिंग फिलिंग एवं ईटीपी के पीछे का ऐरिया (बाउण्डरी वाल तक)
सुरक्षाकर्मी आपूर्ति कार्य

बीएसआर

क्र. सं.	उपलब्ध कराये जाने वाले कार्मिक	यूनिट	बीएसआर दरे (रु)
1	सुरक्षा सुपरवाइजर (एक्स सर्विसमैन)	प्रति माह	14600 / -
2	सुरक्षा गार्ड (एक्स सर्विसमैन)	प्रति माह	8300 / -
3	हैड वाचमैन	प्रति दिन	237 / -
4	चौकीदार	प्रति दिन	225 / -
	योग		23362 / -

- 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 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 बीएसआर दरों तथा उनके ऊपर प्रस्तुत की गई प्रतिशत दर के अतिरिक्त सर्विस टैक्स, जीएसटी या अन्य कोई राजकीय कर नियमानुसार देय होगा।

महाप्रबन्धक

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

राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि., कोटा

Annexure-K

सुरक्षाकर्मी आपूर्ति कार्य से सम्बन्धित कुछ महत्वपूर्ण शर्तें

1. सैनिक कल्याण विभाग राजस्थान सरकार द्वारा निर्धारित पोस्ट के अनुसार परियोजना द्वारा सुरक्षाकर्मी मांगे जाने पर, कार्मिकों की आपूर्ति सुनिश्चित करनी होगी।
2. सफल निविदादाता द्वारा उपलब्ध कराये जाने वाले सुरक्षाकर्मी शारीरिक व मानसिक रूप से स्वस्थ होने चाहिए।
3. सफल निविदादाता द्वारा लगाये गये सुरक्षाकर्मी को वर्दी, जूते, बेल्ट आदि निविदादाता द्वारा उपलब्ध कराने होंगे एवं ड्यूटी के दौरान अपनी यूनिफॉर्म में रहेंगे। सफल निविदादाता द्वारा लगाये गये सुरक्षाकर्मी का डिस्चार्ज सर्टिफिकेट उपलब्ध कराना होगा।
4. प्रोविडेण्ड फण्ड अधिनियम अनुसार लागू नियोक्ता के पी.एफ. अंशदान का पुर्नभरण, वास्तविक वैधानिक खर्चों के साथ (जो कि वर्तमान में $12+1.61 = 13.61\%$ है) सफल निविदादाता को किया जायेगा।
5. सर्विस टैक्स, जीएसटी या अन्य कोई राजकीय कर नियमानुसार देय होगा, जो कि शेड्यूल रेट तथा उस पर लागू प्रतिशत बीएसआर के अतिरिक्त होगा।

महाप्रबन्धक
राज.राज्य तिल. उत्पा. सह. संघ लि.
कोटा परियोजना, कोटा

राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि., कोटा

Annexure-M

(500 रु के नॉन ज्यूडिशियल स्टाम्प पेपर पर देना है)

— इकरारनामा —

यह इकरारनामा आज दिनांक को राजस्थान राज्य तिलहन उत्पादक सहकारी संघ लि.(तिलम् संघ), कोटा जिसे आगे चलकर परियोजना के नाम से सम्बोधित किया गया है। तथा द्वारा जिसे आगे चलकर निविदादाता के नाम से सम्बोधित किया गया है के बीच निष्पादित किया जाता है। परियोजना द्वारा निविदादाता को कार्यादेश व अन्य निर्देशों के अनुसार तिलम् संघ कोटा परियोजना में सुरक्षा का कार्य सौंपा जाता है तथा इस कार्य को सुचारू रूप से सम्पादन एवं संचालन हेतु परियोजना एवं निविदादाता के बीच में यह इकरारनामा किया जाता है :-

1. निविदादाता को परियोजना में निर्देशित संख्या में सुरक्षा कर्मी उपलब्ध करना स्वीकार्य है, दरें कार्य आदेश के अनुसार होगी व इस इकरारनामों के तहत आवश्यकतानुसार कार्य आदेश/निर्देश दिये जावेंगे। शर्तें कार्य आदेश, इकरारनामों व सुरक्षा राशि व समय समय पर दिये निर्देशों के अनुसार मान्य होगी।
2. निविदादाता परियोजना की ख्याति एवं उसके व्यावसायिक हितों को उसी निष्ठा से ध्यान रखेगा जैसे वह अपनी ख्याति और हितों को रखता है। जो जानकारी गोपनीय हो उसे उजागर नहीं करेगा, और ना ही कोई ऐसा कार्य करेगा जिससे परियोजना के हितों पर कोई प्रतिकूल प्रभाव पड़े।
3. निविदादाता द्वारा वांछित मात्रा में सुरक्षा कर्मी उपलब्ध नहीं कराने एवं परियोजना के हितों एवं प्रतिष्ठा को ठेस पहुंचाने या निविदा शर्तों का उल्लंघन करने की स्थिति में बिना पूर्व सूचना के कार्य आदेश निरस्त कर सुरक्षा राशि जब्त की जा सकती है। निविदा/कार्य समयावधि का शेष कार्य निविदादाता की रिस्क एवं कोस्ट पर अन्य व्यवस्था से सम्पादित करवाया जा सकता है। निविदादाता द्वारा परियोजना को पहुंचाया किसी प्रकार की हानि या परियोजना द्वारा लगायी शास्ति की वसूली निविदादाता को देय भुगतान में से की जा सकती है अथवा अलग से वसूली जा सकती है।
4. इस इकरारनामों की शर्तों के अलावा अन्य शर्तें जो परियोजना निविदा प्रपत्र एवं कार्य आदेश में दी है भी यथावत लागू रहेंगी। साथ ही समय समय पर आवश्यकतानुसार दिये निर्देशों की पालना करनी होगी एवं इस इकरारनामों / अनुबन्ध का हिस्सा रहेगी। इस इकरारनामों की शर्तों के सम्बन्ध में या किसी प्रकार के अन्य विवाद की स्थिति में तिलम् संघ के प्रबन्ध संचालक महोदय का निर्णय सर्वोपरि एवं अंतिम होगा और दोनों पक्षों के लिए बंधनकारी होगा।

यह इकरारनामा परियोजना महाप्रबन्धक श्री व निविदादाता श्री के द्वारा आज दिनांक को आपसी सहमति से एवं सूझ बूझ से लिया गया है। जो कि वक्त बेवक्त काम आवे।

कोटा (राज.)

हस्ताक्षर
निविदादाता मोहर

हस्ताक्षर
परियोजना अधिकारी मोहर

गवाह : 1.

2.

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

Annexure-N

DECLARATION BY THE TENDERER

I/We here by declare that I/We have neither been black listed from any institution till date nor any enquiry has been initiated or pending against me/us. The copies of experience certificates submitted by me/us are true and I/We shall solely be responsible for any repercussions, in case any such fact is found in future against me/us.

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-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 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.

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

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 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

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

Annexure-C

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

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

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.

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