

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

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

EPBX : (0744) 2470083, 2471464, GM : 2471183, Fax : (0744) 2471268, TIN 8702102109 E-Mail : tilamsangh@gmail.com

e-TENDER NOTICE FOR SUPPLY OF SOYABEAN FOUNDATION SEED (E-3/19)

e-tenders are invited for supply of **Foundation seed of Soyabean JS 20-34 and/or JS 95-60**, as per details mentioned therein up to **5.00 PM on 21.05.2019**. 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 SOYABEAN FOUNDATION SEED (E-3/19)

e-Tenders are invited from Seed Production Agencies, for supply of Foundation Seed of Soyabean JS 20-34 and/or JS 95-60, as per the quantity and details mentioned therein 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 **21.05.2019** 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 **21.05.2019** 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 :-

Down Load	Submission	Opening
From 05.00PM on 13.05.2019	Till 21.05.2019 upto 5.00 PM	Technical Bid : On 22.05.2019 at 11.00 AM

Technical Bid and Financial Bid shall be uploaded separately. Financial Bids, of only those tenderers who qualify in the Technical Bids, 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 or <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

GENERAL MANAGER

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

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

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e-TENDER FOR SUPPLY OF SOYABEAN FOUNDATION SEED OF JS 20-34 AND/OR JS 95-60 (E-3/19)

PART-I (TECHNICAL BID)

Tender No. : **(E-3/19)**

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

1.	Down Load of Tender Form	From 05.00PM on 13.05.2019
2.	Submission of EMD / Fees	
	i) EMD as applicable	Till 21.05.2019 upto 4.00 PM
	ii) Tender document Fee Rs. 1000/-	Till 21.05.2019 upto 4.00 PM
	iii) e-Tender Processing Fee Rs. 1000/-	Till 21.05.2019 upto 4.00 PM
3.	Last date and time of upload of the Tender	Till 21.05.2019 upto 5.00 PM
4.	Date & Time of opening of Tender	
	i) Technical Bid	On 22.05.2019 at 11.00 AM
	ii) Financial Bid	To be notified later on, to successful bidders of Technical Bids only
5.	Earnest Money to be submitted with Tender	Rs. 1,98,000/-
6.	Approximate value of item	Rs. 99.00 Lacs
7.	Validity of the offer	Up to 15 th August 2019

1. NAME OF TENDERER
 (IN CASE OF PARTNESHIP FIRM
 PLEASE MENTION THE NAME &
 ADDRESS OF EACH PARTNER &
 REGISTRATION NUMBER
 (Enclose copy of Partnership deed)/
 IN CASE OF COMPANY PLEASE
 PROVIDE NAME & ADDRESS OF
 EACH DIRECTOR (Enclose a copy of
 MOA/AOA/Certificate of Inspection)
2. AUTHORISED SIGNATORY WITH
 DESIGNATION
3. REGISTRATION PROOF FROM
 REGISTRAR OF COMPANIES/FIRMS
 OR PROPRIETARY CONCERN PROOF
4. PERMANENT ADDRESS (REGISTERED
 OFFICE) WITH TELEPHONE NUMBER

5. i) PRESENT MAILING ADDRESS WITH TELEPHONE NUMBER
 ii) E-mail ID
6. ADDRESS OF FACTORY WITH TELEPHONE NUMBER

7. TELEPHONE/FAX NO.
8. LICENSE DETAILS & SEED LICENSE REGISTRATION CERTIFICATE FORM FROM SEED CERTIFICATION AGENCY, SEED BUSSINESS LICENSE FROM THE DEPTT. OF AGRICULTURE
9. GST NO.
 (Self Certified Copy to be Uploaded)
10. INCOME TAX PAN NO.
 (Self Certified Copy to be Uploaded)
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 TRANSATIONS
11. TOTAL AMOUNT DEPOSITED AS EMD AGAINST THIS e-TENDER
12. DETAILS OF PAYMENT (DD/PAY ORDER)
 (Amount, wherever applicable, Numbers & Date of DDs/POs are to be mentioned here, whereas scanned copies of DDs are to be uploaded).

	Amount (Rs.)	DD No.	Date
i) EMD	Rs. 1,98,000/-	_____	_____
ii) TENDER DOCUMENT FEE	Rs. 1,000/-	_____	_____
iii) E-TENDERING PROCESS FEE	Rs. 1,000/-	_____	_____

13. QUANTITY OF SOYABEAN FOUNDATION SEED FOR ANY OR BOTH THE VAREITIES,
FOR WHICH, TENDERER IS QUOTING THE RATE (**OFFERED QUANTITY**)

(Based on submission of lot wise certificates under section-9(3) of Seed Act 1966)

Particulars	Qty. (Qtls.)
a) Soyabean Foundation Seed of variety JS 20-34	_____
b) Soyabean Foundation Seed of variety JS 95-60	_____

Date:

Signature of Tenderer : _____
Name of Signatory (In Block Letters) : _____
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 document.
3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

DOIT : E-Procurement Cell, 1st Floor, Yojna Bhawan, Jaipur.
Help Desk Phone : 0141-4022688
Email : eproc@rajasthan.gov.in

4. Tender form & handwritten rates would not be accepted in tender Box, although all the 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 the technical bid, **in lack of which, technical bid shall be rejected.**
5. Please read the instructions carefully before submitting the tender online.
6. 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) DD/Pay order(s) required towards EMD(s) (Tender Security).
2. Part -I (Technical Bid) of tender document in three pages (Page No. 3, 4 & 5) 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 valid GSTN.
6. Self certified copy of valid PAN.
7. Self attested copy of valid license for sale of Seed, issued by the competent authority.
8. Self attested copy of valid registration as Seed Production Agency, issued by the state Seed Certification Agency.
9. Self attested copies of Lot-wise Certificates under Section-9 (3) of Seed Act 1966 for the quantity(s), for which the tenderer is quoting the rate(s).

DETAILS, TERMS AND CONDITIONS OF THE BID

A. i) SCOPE OF SUPPLY:

1. Product and Quantity Required:

S.No.	Product	Required Quantity (in Qtls.)
1	Soyabean Foundation Seed of variety JS 20-34	1100.00
2	Soyabean Foundation Seed of variety JS 95-60	1100.00

a) Although we require a total of **1100 qtls.** Soyabean **Foundation** Seed of variety **JS 20-34** only but shortfall in offered quantity/(s) of **JS 20-34** may be fulfilled with **JS 95-60**, as second priority. Accordingly, rate may be quoted either for Foundation Seed of variety **JS 20-34** or for **JS 95-60** or for both of them, subject to applicability of EMD and other tender criterion.

b) Rates may also be quoted for **lesser quantities** than required, as those shall be accepted, subject to fulfillment of tender criterion.

2. Packing : The Seed should be in the standard packing of 40 or 30 Kg. and be also marked as per the norms of Seed Certification Agency. Mixed pack sizes shall not be accepted i.e. the complete material should either be in 40 Kg. packing or 30 Kg. packing.

3. Technical Requirements:

- a. Specification** : As per the standard of Seed Certification.
- b. Certification** : The Seed must be certified by the Seed Certification Agency of concerned State.
- c. Tags** : Colour of the tag should be as per the code of Seed Certification Agency of concerned State.
- d. Certificate Required** : The Lot-wise Certificates under Section-9 (3) of Seed Act 1966 in original, for each lot to be supplied, are to be submitted compulsorily.

ii) Right to procure the quantity:

Although we require the quantities of mentioned varieties of Soyabean Foundation Seed but we are not bound to procure the above stated quantities. We shall finalize the quantities, to be procured, at the time of placing the purchase orders, based on prevailing situation at that time. We reserve the right for purchase of lesser quantities as tendered or no purchase, in accordance to the rule no. 73 of Rajasthan Transparency in Public Procurement Act. The tenderers shall have no claim with regard to the quantity to be purchased.

B. DELIVERY PERIOD:

The Seed is to be supplied within 15 days from the date of issue of P.O. that shall be sent to you either through e-mail or fax.

C. DELIVERY DESTINATION:

The Seed is required to be delivered FOR **Kota Project of Tilam Sangh**, for which the rate(s) are to be quoted in financial bid (BOQ) i.e. the rate(s) should be inclusive of all e.g. freight, loading and transportation etc., however in some cases truck-wise delivery destinations for Seed, may be re-destined at the time of placing the purchase order, within the radius of 80 Km. from Kota Project, for which no extra transportation charges shall be payable, assuming that positive and negative distances from the Kota Project shall nullify the effect in totality.

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 (E.M.D.)

1. An **EMD** of **Rs. 1.98 Lacs** is required to be deposited in the form of **Demand Draft/Pay Order**, for any or both the mentioned varieties of Soyabean Foundation Seed, in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”** payable at **Kota**. The DD/Pay order(s) 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 their scanned copies are required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

Even if a tenderer quotes for a lesser quantity of a particular variety (i.e. JS 20-34 or JS 95-60) or both of them, full amount of EMD, as mentioned above, is required to be deposited, in order to be considered.

2. **REFUND OF EMD:** The EMD of unsuccessful tenderers 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 tender value, for which he shall be declared successful, 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 completion of supplies and release of payment.

F. Payment term:

The Payment shall be released within 7 working days of receipt of material subject to submission of documents required (Lot-wise Certificates in original under Section-9 (3) of Seed Act 1966), followed by approval of quality by the plant authorities.

G. Procedure for Evaluating the tender:

- 1) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender. For the purpose of comparative evaluation of financial bid, per qtl, FOR rates (inclusive of all) separately for variety **JS 20-34** or **JS 95-60** of Soyabean Foundation Seed shall be considered i.e. variety-wise comparison shall be made and accordingly order may be awarded out of 2 varieties, keeping our priority intact.
- 2) First of all, purchase of variety **JS 20-34** shall be considered and as tenderers are being allowed to quote for lesser quantities as per our requirement, so the supply order may be divided between more than one successful tenderers for this variety, with their respective rates, in order to fulfill our requirement e.g. if a tenderer quoting the lowest rate for **JS 20-34**, offers the quantity which is less than the quantity required by us then the order for the balance quantity may be awarded to second lowest, at their approved rate and so on, subject to reasonability of rates and fulfillment of other tender criterion.

Similar procedure shall be applicable to the second variety i.e. **JS 95-60**, if it is required to be purchased because of shortfall offered quantity/(s) received for the first variety i.e. **JS 20-34**.

- 3) The basic rate quoted by the tenderer, in the column (5) under the head "Rate per Qtl. FOR Kota Project, inclusive of all" should be **inclusive of freight and loading etc**, however no tax is applicable on Seed.
- 4) **Because of complex nature of comparison, the financial comparative chart shall be prepared manually, which shall be final and binding on the bidders, i.e. we shall not go with the comparative chart generated by the system, which may please be noted.**

H. Validity of Offer:

Your offer (Bid) shall be valid up-to Aug' 15, 2019 i.e. we shall be at liberty to place the purchase order/(s), single or multiple, up-to this period, from time to time as per our requirement.

I. Submission/Verification of original documents:

- i) After opening of financial bids, the successful tenderer/(s) shall be required to get verified their original documents, the copies of which have been uploaded by them in the technical bid, from this office, by appearing in person, after getting the written intimation from us. If, at any stage, it is found that a tenderer has uploaded fake documents or he doesn't possess the required original documents, his tender shall be rejected by forfeiting his tender security (EMD) or performance security, as the case may be.
- ii) Every supply is required to be accompanied by Lot-wise Certificates under Section-9 (3) of Seed Act 1966, **in original**, in lack of which the consignment shall be rejected. In case, the delivery is made to some nearby destination of the project, a self attested copy of the certificate shall be sent with the supply/challan and the original one shall be forwarded to this office with the bill whereas in case of supply directly to the project, the original certificate shall be sent directly to this office along with the bill.

J. Technical Terms and Conditions:

1. The required Seed should be as per the standard norms of the Seed Certification Agency of concerned State.

2. The tenderer should have a valid license for sale of Seed, issued by the competent authority, the self certified copy of which, is to be uploaded with the technical bid, as mentioned in the check-list (Annexure-G) and the original copy is to be got verified at the time of document verification.
3. The tenderer should also be registered with the State Certification Agency, as a Seed Production Agency, for which the self certified copy of registration is to be uploaded with the technical bid as mentioned in the check-list (Annexure-G), and the original copy is to be got verified at the time of document verification.
4. The tenderer is required to possess Lot-wise Certificates under Section-9 (3) of Seed Act 1966 for Foundation Soyabean Seed of the mentioned variety for the quantity, for which they are quoting the rate. The self certified copies of these certificates are compulsorily required to be uploaded with the technical bid, as mentioned in the check-list (Annexure-G), and the original copies must accompany the bill, in case the supply order is awarded. No material shall be accepted without these certificates.
5. We intent to purchase the mentioned quantity of Soyabean Foundation Seed **JS 20-34** (first priority) and **JS 95-60** (Second Priority) as mentioned above, under the head “the scope of supply” but the rates for lesser quantities may also be submitted and shall be considered, subject to deposition of required amount of EMD and fulfillment of other tender criterion.
6. **The tender may be submitted for mentioned varieties of Foundation Soyabean Seed, subject to applicability of EMD, submission of Lot wise Certificates under section-9(3) of Seed Act 1966 and fulfillment of other required criterion of the tender.**
7. **The quoted rate, for mentioned variety of Foundation Soyabean Seed, by a tenderer, in the financial bid, shall be deemed to be applicable for the quantity, for which the tenderer has uploaded the copies of lot-wise certificates under section-9(3) of Seed Act 1966, subject to submission of EMD required and this quantity may be less or equal to the required quantity.**
8. **In lack of applicable EMD, whether the scanned copies of required instruments have not been uploaded or they have not been submitted in original, in this office up to the scheduled time, the tender shall be rejected.**

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

GENERAL TERMS & CONDITIONS

- 1 The tenderer shall have to carefully study and understand the conditions, specification and technical requirements of the Seed to be supplied. If he has any doubt about the meaning of any term, conditions or specification 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 **GST Registration:** Tenderer should necessarily be registered under GST, the registration no. of which shall be quoted in the tender document, wherever applicable. **Self certified copy of registration under GSTIN is also required to be uploaded with the other documents of technical bids, in lack of which the technical bid shall be rejected.**
- 5 The tenderer shall not sublet the supply awarded to him.
- 6 The tenderer shall be responsible for packing & forwarding, loading/handling and transportation of material to our project. All losses occurred, in this process, shall be in supplier's account.
- 7 The successful tenderer shall have to supply the material within the specified time schedule as mentioned in the tender document/PO. In case, he fails to do so, the project shall be at liberty to get the supply from any other agency at the risk and cost of the tenderer.
- 8 In case, the supply of the material is found to be sub standard or not as per the norms/specification, it shall be rejected and the PO shall be cancelled by forfeiting the EMD, which shall be acceptable to successful bidder.
- 9 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.
- 10 If the successful tenderer fails to supply the material 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.

- 11 The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The PO may be awarded in part or full, as per our requirement.
- 12 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.
- 13 In case, the supply is delayed due to some reason or the other, the liquidated damages for delay shall be imposed, that shall be acceptable to tenderer.
- 14 In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of the stores which the tenderer has failed to supply.
 - a)

(i) Delay up to one fourth period of the prescribed delivery period	2.5%
(ii) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(iii) Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
(iv) Delay exceeding three fourth of the prescribed period	10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated, if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%.
 - d) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - e) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the tenderer.
- 15 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.
- 16 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.
- 17 If deemed fit, the project shall depute its representative for pre-inspection of material at tenderer's site prior to its dispatch for which the tenderer should have no objection.
- 18 In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.

- 19 The successful tenderer is required to deposit a security amount equivalent to 5% of the tender value for which he shall be declared successful, in our account, immediately after getting declared successful, by way of DD/RTGS. 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

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